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No. 3] NEW DELHI, SATURDAY, JANUARY 18, 1986/PAUSA 28, 1907

इस भाग में भिन्न पृष्ठ संख्या को जारी है जिससे कि यह अलग संकलन के रूप में
रखा जा सके।

**Separate Paging is given to this Part in order that it may be filed as a
separate compilation**

भाग II—खण्ड ३—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(एक संत्राचार को छोड़कर) भारत सरकार के मन्त्रालयों द्वारा जारी किये गये सांविधिक आवेदन और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (Other than the
Ministry of Defence)

कार्यालय, लोक विकास तथा पेंचन मंत्रालय

(कार्यालय और प्रशिक्षण विभाग)

नई दिल्ली, २७ दिसम्बर, १९८५

आदेश

MINISTRY OF PERSONNEL PUBLIC GRIEVANCES &
PENSION

(Department of Personnel & Trg.)

New Delhi, the 27th December, 1985

ORDERS

S.O. 134.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Bihar, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of offences punishable under sections 419, 420, 466, 467, 468, 469, 471, 472 and 120-B of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offences and other offences committed in the course of the same transaction arising out of the same facts, in regard to the Crime Case No. 202/85 dated 20-8-1985 registered at P. S. Hajipur, District-Vaishali, under sections 419, 420, 466, 467, 468, 469, 471, and 120-B, Indian Penal Code, 1860 relating to the release of Suresh Singh by the Court of Judicial Magistrate, 1st Class, Hajipur, District Vaishali on the basis of forged order purported to have been passed by the Hon'ble Supreme Court of India on 21-1-1985 in Criminal Appeal No. 146 of 1985 directing release of said Suresh Singh, accused of case No. 44/82 of P. S. Bidapur, District Vaishali, Bihar.

[No. 228/29/85-AVD. II-I]

का. आ. 135.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के माध्यम से उत्पत्ति होने वाले वैसे ही संघ-प्रशासन के अनुक्रम में दिए गए किसी अन्य अपराध के संबंध में या उनसे संबंधित प्रयत्नों, दुष्प्रेरणों और प्रत्यंत्रों के अव्यवेषण के लिए, विहार सरकार की सहमति से, दिल्ली विशेष पूर्विंग स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण समूर्ण विहार राज्य पर करती है।

[पंचा 228/29/85-ए. डी. डी. (II)-I]

इतिला रिपोर्ट 255/85 तारीख 5-10-85 की बायत, जो वाणिजक अधीन सं. 1984 का 621 में तारीख 18-8-84 को माननीय भारत के उच्चतम स्थायालय द्वारा पारित तात्पर्यित कूटरचित्र प्रावेश के आधार पर जिसमें पुलिस धाना लालगंज, जिला बैशाली, बिहार के मामला सं. 151/1983 के प्रभवकृत उक्त मुद्रेन्द्र मिह को निर्मृक्ष करने का निवेश किया गया है, प्रथम श्रेणी न्यू विक मैडिस्ट्रेट, हाजीपुर जिला बैशाली द्वारा सुरक्षा सिह पुब, श्री रामनीमी रिह, निवास स्थान प्राय बाघुरी, पुलिस धाना भगवानपुर जिला बैशाली को निर्मृक्त किए जाने से संबंधित है, की बायत भारतीय दण्ड संहिता, 1860 की धारा 120ए, 466, 467, 468, 471, 472, 473, 475 और 476 के अधीन इण्डनीय प्रपराधों और उन्हीं प्रपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संघवहार के अनुकूल में किए गए किसी अन्य प्रपराध के संबंध में या उनसे संबंधित प्रयत्नों, युद्धेण्ठों और यड्डयंत्रों के अन्वेषण के लिए, बिहार सरकार की सहमति से, विलो विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण बिहार राज्य पर करती है।

[संख्या 228/29/85-ए. बी. बी. (II)-II]

S.O. 135.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946, (25 of 1946), the Central Government with the consent of the Government of Bihar, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of offences punishable under sections 120-B, 466, 467, 468, 471, 472, 473, 475 and 476 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts, in regard to the FIR No. 255/85 dated 5-10-1985 registered at P. S. Hajipur, District Vaishali under sections 120-B, 466, 467, 468, 471, 472, 473, 475 and 476 of the Indian Penal Code, 1860 relating to the release of Surendra Singh son of Ram Naomi Singh, resident of Village Badhuri, PS Bhagwanpur, District Vaishali by the Court of Judicial Magistrate, 1st Class, Hajipur, District Vaishali on the basis of forged order purported to have been passed by the Hon'ble Supreme Court of India on 10-8-1984 in Criminal Appeal No. 621 of 1984 directing release of said Surendra Singh, Accused of Case No. 151/1983 of PS Lalganj District Vaishali, Bihar.

[No. 228/29/85-AVD. II-II]

का. आ. 136.—केन्द्रीय सरकार, विलो विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ अठित, धारा 5 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 467, 471 और 420 के अधीन पुलिस धाना भगवाना सिटी में रजिस्ट्रीकूर अध्यम इतिला रिपोर्ट सं. 268/85 तारीख 20-4-85 की बायत जो वाणिजक अधीन सं. 1985 का 438 में तारीख 15-4-85 को माननीय भारत के उच्चतम स्थायालय द्वारा पारित तात्पर्यित कूटरचित्र प्रावेश के आधार पर जिसमें जयपाल की दोषसिद्धि को भारतीय दण्ड संहिता की धारा 302 से 304 में संपरिवर्तित किया गया और उसके भाजीबन करारापास घटाकर पांच वर्ष का कठोर कारावास किया गया है, अधीक्षक, केन्द्रीय कारागार, भगवाना द्वारा जयपाल पूर्ण धारी राम निवासी ग्राम भामत, पुलिस धाना सदर बैचल, जिला कुरक्केल को निर्मृक्त किए जाने से संबंधित है, भारतीय दण्ड संहिता, 1860 की धारा 467, 471 और 420 के अधीन इण्डनीय प्रपराधों और उन्हीं प्रपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संघवहार के अनुकूल में किए गए किसी अन्य प्रपराध के संबंध में या उनसे संबंधित प्रयत्नों, युद्धेण्ठों और यड्डयंत्रों के अन्वेषण के लिए, हरियाणा सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण हरियाणा राज्य पर करती है।

[संख्या 228/29/85-ए. बी. बी. (II)(III)]

S.O. 136.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Haryana, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Haryana for the investigation of offences punishable under sections 467, 471 and 420 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the same transaction to or in connection with the said offences and any other offences committed in the course of the same transaction arising out of the same facts, in regard to FIR No. 266/85 dated 20-4-1985 registered at PS City Ambala under sections 467, 471 and 420, Indian Penal Code relating to the release of Jaipal son of Ghals Ram resident of Village Manas, PS Sadar Kalital, District Kurukshetra by the Superintendent, Central Jail, Ambala on the basis of forged order purported to have been passed by the Hon'ble Supreme Court of India on 15-4-1985 in Criminal Appeal No. 438 of 1985 converting the conviction of Jaipal from sections 302 to 304 Indian Penal Code and reducing his sentence from life imprisonment to five years, R. I.

[No. 228/29/85-AVD. II-III]

नई दिल्ली, 1 जनवरी, 1986

का. आ. 137 :—केन्द्रीय सरकार, दण्ड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवत्त शक्तियों का प्रयोग करने हुए, जिला भीर नैशन स्थायालय (विशेष स्थायाली), मैसूर के न्यायालय में श्री एच. जी. बी. रैझी आई. ए. एस. तथा एस. के. तुलशन के विलो, दिल्ली विशेष पुलिस स्थापन नियमित भामत संबंधित का 2/72—सी. पाई. यू. (ए.) के विचारण का संचालन करने के प्रयोग के लिए श्री एस. जी. सामन्त वरिष्ठ अधिकारी, अमर्द्वार उच्च स्थायालय को विशेष लोक प्रमियोंका नियुक्त करती है।

[संख्या 225/34/85-ए. बी. बी. (ii)]
एम. एस. प्रसाद, अवृत्त सचिव

New Delhi, the 1st January, 1986

S.O. 137.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri S. G. Samant, Senior Advocate, Bombay High Court, as Special Public Prosecutor for the purpose of conducting the trial of the Delhi Special Police Establishment Regular Case No. 2/72-CIU(A) against Shri H.G.V. Reddy, IAS and S. K. Tulshan in the Court of District and Sessions Judge (Special Judge), Mysore.

[No. 225/34/85-AVD. II]

विशेष अधिकारी

(राजस्व विभाग)

नई दिल्ली, 25 नवम्बर, 1985

विशेष अधिकारी

का.आ. 138.—विशेष अधिकारी, 1961 (1961 का 43) की धारा 3 के खण्ड (44) के उप खण्ड (iii) के अनुभवण में और भारत सरकार के राजस्व विभाग की दिनांक 23-7-84 की अधिसूचना सं. 5904/ का. सं. 393/17/84-आ. क. (ब) का अधिलेखन करते हुए, केन्द्रीय सरकार एवं द्वारा श्री एस. सी. सम्बरवाल को, जो केन्द्रीय सरकार के राजपत्रिवाचिकारी है, एवं अधिनियम के अंतर्गत कर वसूले विकारी की शक्तियों + 1 प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना, श्री पं. सं. सं. सम्प्रदाय द्वारा कर वसुली अधिकारी के रूप में कार्यालय प्रदूषण किए जाने की तारीख से सागू होगी।

[पं. 6503/फ. सं. 398/17/85-भा. क. (व. व.)
श्री ई. अलेक्जेंडर, अमर सचिव]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 25th November, 1985

INCOME-TAX

S.O. 138.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 5904/F. No. 398/17/84-IT(B) dated the 23-7-84, the Central Government hereby authorises Shri S. C. Sabharwal, being a Gazzeted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. C. Sabharwal takes over charges of Tax Recovery Officer.

[No. 6503/F. No. 398/17/85-IT(B)]
B. E. ALEXANDER, Under Secy.

नई दिल्ली, 26 नवम्बर, 1985

(मायकर)

का. आ० 139—मायकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोगनार्थ, “कूदलमनिकम देवास्वम, इरिजलकुदा” को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[पं. 6506/फा. सं. 197-ए/ 19/82-भा. क. (नि.-1)]

New Delhi, the 26th November, 1985

(INCOME-TAX)

S.O. 139.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Kodalamanickam Devaswom, Irinjalakuda” for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6506/F. 197-A/19/82-IT (AD)]
(मायकर)

का. आ० 140—मायकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त धारा के प्रयोगनार्थ, “श्री राम बैठकृठ मन्दिर न्याय, पुल्कर” को कर-निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[पं. 6507/फा. सं. 197/227-ए/83-भा. क. (नि.-1)]
आर. के. तिवारी, अमर सचिव

(INCOME-TAX)

S.O. 140.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-

tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shree Rama Vaikunth Temple Trust, Pushkar” for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6507/F. No. 197/227-A/83-IT(AI)]
R. K. TEWARI, Under Secy.
(आपिक कार्य विभाग)
(बैंकिंग प्रभाग)
नई दिल्ली, 10 दिसम्बर, 1985

का. आ० 141—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकोर्ण उपर्याप्त) योजना, 1970 की धारा 3 की उपधारा (छ) के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारतीय रिजर्व बैंक, बम्बई के शीघ्रांगिक और नियमित अधिकार विभाग में प्रारंभ अधिकारी श्री पी. के. पार्थसारथी को पहली प्रगति, 1985 से 22 दिसम्बर, 1985 तक बैंक ग्राफ महाराष्ट्र के निवेशक के रूप में पुनः नियुक्त करती है।

[पं. एफ. 9/42/85-भा. को.-1]
(Department of Economic Affairs)
(Banking Division)

New Delhi, the 10th December, 1985

S.O. 141.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby reappoints Shri P. K. Parthasarathy, Additional Chief Officer, Industrial and Export Credit Department, Reserve Bank of India, Bombay, as a Director of Bank of Maharashtra from 1-8-1985 to 22-12-1985.

[No. F. 9/42/85-BO. I]
नई दिल्ली, 23 दिसम्बर, 1985

का. आ० 142—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकोर्ण उपर्याप्त) योजना, 1970 की धारा 3 की उपधारा (छ) के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारतीय रिजर्व बैंक, अहमदाबाद केन्द्रीय कार्यालय, महामालाबाद के गढ़वाल बैंक विभाग के उप मुख्य अधिकारी श्री डी. टी. गाठिया को श्री पी. के. पार्थसारथी के स्थान पर बैंक ग्राफ महाराष्ट्र के निवेशक के रूप में नियुक्त करती है।

[संख्या एफ. 9/42/85-भा. को.-I(1)]

New Delhi, the 23rd December, 1985

S.O. 142.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970, the Central Government hereby appoints Shri V. T. Gadodia, Joint Chief Officer, Urban Bank's Department, Reserve Bank of India, Ahmedabad Regional Office, Ahmedabad, as a Director of Bank of Maharashtra vice Shri P. K. Parthasarathy.

[No. F. 9/42/85-BO.I(1)]

का. आ० 143—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकोर्ण उपर्याप्त) योजना, 1980 की धारा 3 की उपधारा (छ) के अनुसरण में, केन्द्रीय सरकार एतद्वारा भारतीय रिजर्व बैंक, बम्बई के सरकारी और बैंक सेवा विभाग के प्रपत्र मुख्य लेखाकार श्री पी. बी. कुलकर्णी को पहली प्रगति, 1985 से पंजाब एण्ड सिध बैंक के निवेशक के रूप में पुनः नियुक्त करती है।

[संख्या एफ. 9/42/85-भा. को.-I(2)]
एस. एस. हसुरकर, निवेशक

S.O. 143.—In pursuance of sub-clause (g) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby reappoints with effect from 1-8-1985 Shri P. B. Kulkarni, Additional Chief Accountant, Department of Government and Bank Accounts, Reserve Bank of India, Bombay, as a Director of Punjab and Sind Bank.

[No. F. 9/42/85-BO.I(2)]
S. S. HASURKAR, Director

नई दिल्ली, 24 दिसम्बर, 1985

का. आ. 144.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की रिफारिंग पर एवंद्वारा यह योग्यता करती है कि उक्त अधिनियम की धारा 10-व की उपधारा (1) और (2) के उपबंध जम्मू एण्ड कश्मीर बैंक लिमिटेड, श्रीनगर पर 6 दिसम्बर, 1985 से 5 मार्च, 1986 तक की तीन महीने को अवधि के बास्ते, अथवा जब तक इस बैंक के लिये नियमित पूर्णकालिक अध्यक्ष नियुक्त नहीं हो जाती, इनमें से जो भी पहले हो, लागू नहीं होते।

[संख्या 15/4/85-बी. घो.-III(1)]

New Delhi, the 24th December, 1985

S.O. 144.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declare that the provisions of sub-section (1) and (2) of section 10-B of the said Act, shall not apply to the Jammu and Kashmir Bank Ltd., Srinagar, for a period of 3 months from 6th December, 1985 to 5th March, 1986 or till the appointment of a regular whole time Chairman for that bank, whichever is earlier.

[No. 15/4/85-B.O. III(i)]

का. आ. 145.—बैंककारी विनियम अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवंद्वारा योग्यता करती है कि उक्त अधिनियम की धारा 10-व की उपधारा (9) के उपबंध जम्मू एण्ड कश्मीर बैंक लिमिटेड, श्रीनगर पर 5 मार्च, 1986 तक लागू नहीं होते।

[संख्या 15/4/85-बी. घो. III (ii)]

एम. एस. सीतारामन, अवर सचिव

S.O. 145.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act shall not apply, to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding four months, apply to the Jammu and Kashmir Bank Ltd., Srinagar upto 5th March, 1986.

[No. 15/4/85-B.O. III(ii)]
M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 1 जनवरी, 1986

का. आ. 146.—श्रीयोगिक वित्त नियम अधिनियम, 1948 (1948 का 15) की धारा 5 के अनुसरण में केन्द्रीय सरकार, भारतीय श्रीयोगिक वित्त नियम द्वारा जारी की जाने वाली रुपये 10,00,00,000/- (रुपये दस करोड़ के बहुत) की अतिरिक्त शेयर पूँजी पर उक्त सरकार द्वारा गारन्टीहूत वाभांश की घूनतम वार्षिक दर एवंद्वारा 6% (छह प्रतिशत) निश्चित करती है।

[एफ० संख्या 2 (10) आई एफ० 1/84]

अमर सिंह, अवर सचिव,

New Delhi, the 1st January, 1986

S.O. 146.—In pursuance of Section 5 of the Industrial Finance Corporation Act, 1948 (15 of 1948), the Central Government hereby fixes the minimum rate of annual dividend guaranteed by the Central Government on the addi-

tional share capital of Rs. 10,00,00,000 (Rupees ten crores only to be issued by the Industrial Finance Corporation of India, at 6 per cent (six per cent).

[F. No. 2(10)IF/84]

AMAR SINGH, Under Secy.

केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड

नई दिल्ली, 18 जनवरी, 1986

म. 8/86-सीमा शुल्क

का. आ. 147.—केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मद्रास नियंत्रित प्रसंस्करण जांत को, जिसे भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना म. 236/1985-केन्द्रीय उत्पाद-शुल्क तारीख 15 नवम्बर, 1985 के अधीन मुक्त व्यापार जांत के रूप में विनिर्दिष्ट किया गया है, भारतगार केन्द्र घोषित करता है।

[का.सं. 473/444/85-सीमा-7]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 18th January, 1986

No. 8/86-CUSTOMS

S.O. 147.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares the Madras Export Processing Zone, specified as a free trade zone under the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 236/19/85-Central Excises, dated the 15th November, 1985, to be a warehousing station.

[F. No. 473/444/85-CUS. VII]

म. 9/86-सीमा शुल्क

का. आ. 148.—केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए काल्पा नियंत्रित प्रसंस्करण जांत को, जिसे भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की अधिसूचना म. 236/1985-केन्द्रीय उत्पाद-शुल्क तारीख 15 नवम्बर, 1985 के अधीन मुक्त व्यापार जांत के रूप में विनिर्दिष्ट किया गया है, भारतगार केन्द्र घोषित करता है।

[का.ग. 473/444/85-सीमा. VII]

आर. के. कपूर, अवर सचिव

No. 9/86-CUSTOMS

S.O. 148.—In exercise of the powers conferred by section 9 of the Customs Act 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares the FALTA Export Processing Zone, specified as a free trade zone under the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 236/1985-Central Excises, dated the 15th November, 1985, to be a warehousing station.

[F. No. 473/444/85-CUS. VII]
R. K. KAPOOR, Under Secy.

वार्षिक योग्यता

नई दिल्ली, 23 दिसम्बर, 1985

का. आ. 149.—केन्द्रीय सरकार, राजभाषा (संघ के भासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में निम्नलिखित कार्यालयों को, जिनके कर्मचारीय

ने हिन्दी का कार्ययाधक ज्ञान प्राप्त कर लिया है, अधिकृति करती है:

1. विपणन एवं सेवा विस्तार केन्द्र,
हौशियारपुर (विकास आयुक्त हस्तशिल्प)
का एक अधीनस्थ कार्यालय), (पंजाब)
2. भेदीय विकास कार्यालय,
केन्द्रीय रेशम बोर्ड,
भुवनेश्वर, (उड़ीसा)
3. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : कानपुर
8/170, आयं नगर,
कानपुर—208002
4. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : आगरा,
सी—1, न्यू आगरा,
आगरा—282005
5. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : गाजियाबाद,
14, नवयुग मार्केट,
गाजियाबाद, 201001
6. नियांति सरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : जामशंदी,
320, डब्ल्यू. ओ. जी. टी. रोड,
पट्टी भूपा,
जालंधर—144001
7. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : भद्रोही,
“गुप्ता भवन,” दूसरी मंजिल,
मेन रोड, भद्रोही—221401
8. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : फरीदाबाद,
56पी/16ए, मथुरा रोड,
फरीदाबाद—121002
9. नियांति निरीक्षण अभिकरण—दिल्ली
उपकार्यालय : मुरादाबाद,
सराय गुजारी भल, दूसरी मंजिल,
मुरादाबाद—244001
10. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : जमपुर,
माया भेंगन, मिर्जा इस्माईल रोड,
जमपुर—302001
11. नियांति निरीक्षण अभिकरण—दिल्ली,
उपकार्यालय : तुधियाना,
पावलाकाटेज, भाड़ल टाउन,
निकट फिरोजपुर रेलवे क्रॉसिंग,
तुधियाना—141002

[ग्राहक सं. E-11011/12/76-हिन्दी]
ओम प्रकाश गुप्त, नियेशक

MINISTRY OF COMMERCE

New Delhi, the 23rd December, 1985

following Offices, the staff whereof have acquired the working knowledge of Hindi :

1. Marketing and Service Extension Centre, Hoshiarpur (Punjab)
(An Attached Office of Development Commissioner)
(Handicraft)
2. Regional Development Office, Central Silk Board, Bhubaneswar (Orissa)
3. Export Inspection Agency-Delhi, Sub Office : Kanpur 8/170, Arya Nagar, KANPUR-208002.
4. Export Inspection Agency-Delhi, Sub Office : Agra, C-1, New Agra, AGRA-282005.
5. Export Inspection Agency-Delhi, Sub Office : Ghazibad, 14, Navyug Market, GHAZIABAD-201001.
6. Export Inspection Agency-Delhi, Sub Office : Jullundur, 320, W.G.T. Road, Basti Adda, JULLUNDUR-144001.
7. Export Inspection Agency-Delhi, Sub Office : Bhadohi, “Gupta House” 2nd Floor, Main Road, BHADOHI-221401.
8. Export Inspection Agency-Delhi, Sub Office : Faridabad, 56-P/16-A, Mathura Road, FARIDABAD-121002.
9. Export Inspection Agency-Delhi, Sub Office : Moradabad, Sarai Guljari Mal, 2nd Floor, MORADABAD-244001.
10. Export Inspection Agency-Delhi, Sub Office : Jaipur, Maya Mension, Mirza Iamail Road, JAIPUR-302001.
11. Export Inspection Agency-Delhi, Sub Office : Ludhiana, Pable Cottage, Model Town, Near Ferozepur Railway Crossing, LUDHIANA-141002.

[F. No. E-11011/12/76-HINDI]
O. P. GUPTA, Director

उद्घोष मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 2 जनवरी, 1986

का. आ. 150 :—ग्राहकाधिकार तथा अवशोषक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में, केन्द्रीय सरकार एवं द्वारा इस अधिसूचना के अनुसन्धान में उल्लिखित उपकरणों के पंजीकरण को, उक्त उपकरणों के वह उपकरण होने पर, जिन पर उक्त अधिनियम के प्रधान्य-3 के भाग-क के उपर्युक्त अव लागू, मही होते हैं, के निरस्तोकरण को अधिकृति करती है।

[F. 16/12/85—एम. -2]
एम. सी. गोपल, अवार सचिव

| प्रतिसूचना तं. 16/12/85—एम.—3 का प्राप्ति संख्या | | | |
|--|--|--|----------------|
| क्र. सं. | उपकरण का नाम | पंजीकृत पता | पंजीकरण संख्या |
| 1. | मे. वारेन इंडस्ट्री- यल लिमिटेड | 31-चौरंगी रोड, कलकत्ता- 700016 | 1468/79 |
| 2. | मे. वारेन मेटल इंड- स्ट्रीज लिमिटेड | —प्रयोगिक— | 1469/79 |
| 3. | मे. ओवाल वूलेन मिस्स लि. | जी. टी. रोड, शेरपुर, शुभियाना (पंजाब) | 1557/82 |
| 4. | मे. पंजाब कामकास्ट स्टील्स लि. | फोलह व्हाइट, शुभियाना (पंजाब) | 1539/81 |
| 5. | मे. भिलवाड़ा स्पी- नस लि. | भिलवाड़ा भवन, 40-41, भद्रनीटो सेक्टर, नई फिल्ड कालोनी, नई दिल्ली - 110065 | 1660/83 |
| 6. | मे. भारत इन्डेस्ट- रियल दूप लि. | —प्रयोगिक— | 1990/84 |
| 7. | मे. टेस्टिल्स लिमिटेड | मवदीप, भागाशबाणी के सामने भागम रोड, नव- जीवन, अहमदाबाद-14 | 1240/76 |
| 8. | मे. सोमेया घार्गानिक (इंडिया) लि. | सोमेया नगर, देवा भाराषंकी (यू. पी.) | 1241/76 |
| 9. | मे. सोमेया घार्गानी- के घिक्स लि. | फैजाभाई विलिंग, महात्मा गांधी मार्ग, कोटे बम्बई- 400001 | 1269/76 |
| 10. | मे. सैन्त्रिक एसिया लि. | बम्बई-नूना रोड, पुना- 411012 | 1655/83 |
| 11. | मे. जी. जी. आटो- मोटिव ग्रीष्मप्रा. लि. | भारती भवन, 211/219, पुना- पी. जी. मीलो रोड, बम्बई- 400001 | 1720/84 |
| 12. | मे. एच. एड एच ग्रीष्मप्रा. लि. | इलव चैम्बर्स, ग्रीन स्ट्रीट, बम्बई-400023 | 1717/84 |
| 13. | मे. इलव कार्पोरेशन | इलव चैम्बर्स, ग्रीन स्ट्रीट, बम्बई-400023 | 1719/84 |
| 14. | मे. पार्ट्स सेल्स कार्पो- रेशन | एलव चैम्बर्स, ग्रीन स्ट्रीट, बम्बई-400023 | 1718/84 |
| 15. | मे. सोमन कार्प इंडिया लि. | सोमन हाउस, ट्रॉसपोर्ट डिपाट. रोड, कलकत्ता- 700088 | 2119/84 |
| 16. | मे. मर्केटाइल केपिट कार्पोरेशन लिमिटेड | साउथ इंडिया हाउस, 99- प्रार्मेनियम स्ट्रीट, मद्रास-1 | 1060/75 |

| Annexure to the S. Names of the No. Undertakings | Notification No. 16/12/85. M—III | Registered address | Regis- tration No. |
|--|----------------------------------|--|--------------------------|
| 1. M/s. Warren Industrial Ltd. | 1468/79 | 31-Chowringhee Road Calcutta-700016 | |
| 2. M/s. Warren Metal Industries Ltd. | 1469/79 | -do- | |
| 3. M/s. Oswal Woollen G.T. Road, Mills Ltd. | 1557/82 | Sharpur, Ludhiana (Punjab) | |
| 4. M/s. Punjab Concast Focal Point, Steels Ltd. | 1539/81 | Ludhiana (Punjab). | |
| 5. M/s. Bhilwara Spinners Ltd. | 1660/83 | Bhilwara Bhawan 40-41 Community Centre New Friends Colony, New Delhi-110065. | |
| 6. M/s. Bharat Investment Group Ltd. | 1990/84 | -do- | |
| 7. M/s. Tostecls Limited | 1240/76 | Navdeep, Opposite to Akashvani, Ashraw Road Navjivan, Ahmedabad-14. | |
| 8. M/s. Somaiya Organics (India) Ltd. | 1241/76 | Somaiya Nagar, Dewa Barabanki, (U.P.) | |
| 9. M/s. Somaiya Organo-Chemicals Ltd. | 1269/76 | Fazabbhoy Building Mahatma Gandhi Marg Fort-Bombay-400 001 | |
| 10. M/s. Sandvik Asia Ltd. | 1655/83 | Bombay-Pune Road, Pune 411 012. | |
| 11. M/s. G.G. Automotive Gears Pvt. Ltd. | 1720/84 | Bharati Bhawan, 211/219, P.D. Mello Road, Bombay-400 001 | |
| 12. M/s. S&H Gears Pvt. Ltd. | 1717/84 | Elve Chambers, Green Street, Bombay-400 023 | |
| 13. M/s. Elvo Corporation | 1719/84 | -do- | |
| 14. M/s. Parts Sales Corporation | 1718/84 | -do- | |
| 15. M/s. Simon Carves India Ltd. | 2119/84 | Simon House, Transport Depot Road Calcutta-700 088. | |
| 16. M/s. Merantile Credit Corporation Ltd. | 1060/75 | South India House, 99-Armenian Street, Madras, 1 | |

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 2nd January, 1986

S.O. 150.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply.

[No. 16/12/85-M. III]

L. C. GOYAL, Under Secy.

प्रेदोलियम और प्रावृत्तिक गंत संबोधय

नई दिल्ली, 30 दिसम्बर, 1985

का. का. 151.—यह प्रेदोलियम श्रीर खनिज पालनाइन मूर्म
में अपेक्षित का अंतिम अधिनियम, 1962 (1962 का 50)
की धारा 3 का अध्यारा (1) के अधीन भारत सरकार के प्रेदोलियम
मंत्रालय के अधिसूचना का. का. म. 1804 नारोड 16-4-63 द्वारा
कर्तव्य सरकार ने उस अधिसूचना से सलतन अनुसूचा में विविध भूमियों
में उपयोग के अधिकार को प्राप्तप्राप्त को बिलाने के लिए अधिन करते
का. का. अपना आशय रोधन कर दिया था।

और यह सक्रम प्राधिकारी ने उक्त अधिनियम की घट/पा 6 की उपधारा (1) के प्रधीन सरकार को रिपोर्ट दे दी है।

और उसे, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनियम किया है।

अब, अब उक्त अधिनियम की घटा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिविष्ट उक्त भूमियों में उपयोग का अधिकार विविध पाइपलाइन बिलाने के प्रयोगन के लिए एतद्वारा अंजित किया जाता है।

और आगे उस घटा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एस. एन. ए. एक्स से दक्षिण संयाल सी.टी. एफ.

राज्य : गुजरात जिला : व तालुका : महसाना

| नाम | संख्या नं. | हेक्टेयर भार. सम्पूर्ण | | |
|-------|------------|------------------------|----|----|
| संथाल | 581 | 0 | 02 | 65 |
| | 580 | 0 | 11 | 30 |
| | 595/1 | 0 | 00 | 50 |
| | 595/4 | 0 | 07 | 20 |
| | 595/5 | 0 | 02 | 90 |
| | 594 | 0 | 01 | 10 |
| | 596 | 0 | 14 | 40 |

[सं. घो-12016/23/8-5-ओएसजी-डी-4]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 30th December, 1985

S.O. 151.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1804 dated 10-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from SNAX to SOUTH SANTHAL CTF

State : Gujarat District & Taluka : Mehsana

| Village | Survey No. | hectare | Acre | Contiace |
|---------|------------|---------|------|----------|
| SANTHAL | 581 | 0 | 02 | 65 |
| | 580 | 0 | 11 | 30 |
| | 595/2 | 0 | 00 | 50 |
| | 595/4 | 0 | 07 | 20 |
| | 595/5 | 0 | 02 | 90 |
| | 594 | 0 | 01 | 10 |
| | 596 | 0 | 14 | 40 |

[No. O-12016/23/85—ONG-D-4]

नई विल्ली, 1 जनवरी, 1986

का.ग्रा. 152.—यह: पेट्रोलियम और अनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की घटा 3 की उपधारा (1) के प्रधीन भारत सरकार के पेट्रोलियम मन्त्रालय की अधिसूचना का.ग्रा. म. 1814 तारीख 11-4-85 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिविष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिलाने के लिए अंजित करने का अपना आशय घोषित कर दिया था।

और यह: सक्रम प्राधिकारी ने उक्त अधिनियम की घटा 6 की उपधारा (1) के प्रधीन सरकार को रिपोर्ट दे दी है।

और आगे, यह: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने का विविक्षण किया है।

अब, यह: उक्त अधिनियम की घटा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिविष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिलाने के प्रयोगन के लिए एतद्वारा अंजित किया जाता है।

और आगे उस घटा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

एस.इ.के. से सोमासन सीटीएफ तक पाइप लाइन बिलाने के लिये।

राज्य—गुजरात जिला व तालुका—मेहसाना

| नाम | संख्या नं. | हेक्टेयर एक्टर्से सेमीवर | 1 | 2 | 3 | 4 | 5 |
|--------|------------|--------------------------|----|----|---|---|---|
| पुलासण | 299 | 0 | 00 | 96 | | | |
| | 300 | 0 | 09 | 72 | | | |
| | 298 | 0 | 07 | 32 | | | |
| | 297 | 0 | 01 | 68 | | | |
| | 301 | 0 | 00 | 60 | | | |
| | 302 | 0 | 09 | 00 | | | |
| | 305 | 0 | 00 | 69 | | | |
| | 303 | 0 | 11 | 04 | | | |

| 1 | 2 | 3 | 4 | 5 |
|---------|---------|---|----|----|
| | काट्टेक | 0 | 00 | 48 |
| 295 | | 0 | 04 | 68 |
| | काट्टेक | 0 | 00 | 60 |
| 290 | | 0 | 05 | 64 |
| 291 | | 0 | 12 | 84 |
| 449 | | 0 | 03 | 00 |
| 285 | | 0 | 13 | 20 |
| 284 | | 0 | 05 | 40 |
| 275 | | 0 | 06 | 36 |
| 270 | | 0 | 06 | 36 |
| 269 | | 0 | 04 | 68 |
| 267 | | 0 | 06 | 36 |
| काट्टेक | | 0 | 01 | 32 |
| 198 | | 0 | 13 | 08 |
| 197 | | 0 | 24 | 36 |
| 443 | | 0 | 01 | 92 |
| 196 | | 0 | 03 | 12 |
| 194/2 | | 0 | 07 | 44 |
| 193 | | 0 | 01 | 44 |
| 192 | | 0 | 06 | 48 |
| 190 | | 0 | 12 | 84 |
| काट्टेक | | 0 | 00 | 62 |
| 173 | | 0 | 07 | 08 |
| 174 | | 0 | 07 | 68 |
| 146/3/ए | | 0 | 12 | 48 |
| 146/1/ए | | 0 | 14 | 64 |
| काट्टेक | | 0 | 00 | 48 |
| 147/1 | | 0 | 00 | 72 |
| 123 | | 0 | 07 | 68 |
| 124 | | 0 | 08 | 64 |
| 125 | | 0 | 00 | 72 |
| 126/पी | | 0 | 13 | 80 |
| 126/पी | | 0 | 00 | 96 |

[म. अ-12016/40/85-ओ एन जी-जी 4]

New Delhi, the 1st January, 1986

S.O. 152.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1814 dated 11-4-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from SEK to SOB. CTF.

State : Gujarat District & Taluka : Mehsana

| Village | Block No. | Hec- | Are | Cent- |
|------------|-----------|------|-----|-------|
| | | tare | | |
| PUNASAN | 29 | 0 | 00 | 96 |
| | 300 | 0 | 09 | 72 |
| | 298 | 0 | 07 | 32 |
| | 297 | 0 | 01 | 68 |
| | 301 | 0 | 00 | 60 |
| | 302 | 0 | 09 | 00 |
| | 305 | 0 | 00 | 60 |
| | 303 | 0 | 11 | 04 |
| Cart track | 0 | 00 | 48 | |
| | 295 | 0 | 04 | 68 |
| Cart track | 0 | 00 | 60 | |
| | 290 | 0 | 05 | 64 |
| | 291 | 0 | 12 | 84 |
| | 449 | 0 | 03 | 00 |
| | 285 | 0 | 13 | 20 |
| | 284 | 0 | 05 | 40 |
| | 275 | 0 | 06 | 36 |
| | 270 | 0 | 06 | 36 |
| | 269 | 0 | 04 | 68 |
| | 267 | 0 | 06 | 36 |
| Cart track | 0 | 01 | 32 | |
| | 198 | 0 | 13 | 08 |
| | 197 | 0 | 24 | 36 |
| | 443 | 0 | 01 | 92 |
| | 196 | 0 | 03 | 12 |
| 194/2 | 0 | 07 | 44 | |
| | 193 | 0 | 01 | 44 |
| | 192 | 0 | 06 | 48 |
| | 190 | 0 | 12 | 84 |
| CT | 0 | 00 | 60 | |
| | 173 | 0 | 07 | 08 |
| | 174 |) | 07 | 68 |
| 146/3/A | 0 | 12 | 48 | |
| 146/1/A | 0 | 14 | 64 | |
| CT | 0 | 00 | 48 | |
| 144/1 | 0 | 00 | 72 | |
| | 123 | 0 | 07 | 68 |
| | 124 | 0 | 08 | 64 |
| | 125 | 0 | 100 | 72 |
| 126/P | 0 | 13 | 80 | |
| 126/P | 0 | 00 | 96 | |

[No. O-12016/40/85—ONGD-4]

का. आ. 153.—यह: पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के प्रधिकार का अर्जन) प्रधिनियम, 1962 (1962 का 50) को धारा 3 की उपकारा (1) के अधीन भारत सरकार के पेट्रोलियम मंत्रालय की अधिसूचना का. आ. सं. 3493 तार द्व 17-7-85 द्वारा केन्द्रीय सरकार ने उस प्रधिसूचना से मंगल प्रतुसूची में विनिरिट पूर्मियों में उपयोग के प्रधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का प्रता प्राप्त व्यवस्था घोषित कर दिया था।

और यह सभी प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यह: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करते के पश्चात् इस अधिसूचना से संबंध अनुमति में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनिष्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए, केन्द्रीय सरकार एवं द्वारा घोषित करती है कि इस अधिसूचना में संबंध अनुमति में विनिविष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिलाने के प्रयोजन के लिए एवं द्वारा अंजित किया जाता है।

और आगे इस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सर्वो बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुमति

एम बी. प. एच. में स्टीम बिलु तक

राज्य : गुजरात जिला : घ तालुका : महसाना

| गांव | सर्वे नं. | हेक्टेयर | आर. | सेंटीमीटर |
|--------|-----------|----------|-----|-----------|
| जगुदान | 1096 | 0 | 03 | 84 |

[f. O.-12016/82/85-ओ.एन.जी-टी 4]

S.O. 153.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3493 dated 17-7-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands, specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from SBABH to STEAM Point

State : Gujarat District & Taluka : Mehsana

| Village | Survey No. | Hec- | Are | Cen- | tare | (tare) |
|---------|------------|------|-----|------|------|--------|
| JAGUDAN | 1096 | 0 | 03 | 84 | | |

[No. O-12016/82/85-ONG-D 4]

का, आ 154—यह: पैट्रोलियम और अन्य पाइपलाइन (भूमि में उपयोग के अधिकार का अंजीन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पैट्रोलियम गंदालय की अधिसूचना का, आ. सं. 3490 तारीख 16-7-85 द्वारा केन्द्रीय सरकार ने इस अधिसूचना से संबंध अनुमति में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने के लिए एवं द्वारा अंजित करने का अपना आशय घोषित कर दिया था।

और यह: सभी प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार की रिपोर्ट द दी है।

और आगे, यह: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करते के पश्चात् इस अधिसूचना से संबंध अनुमति में विनिविष्ट भूमियों में उपयोग का अधिकार अंजित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करने हुए केन्द्रीय सरकार घोषित करती है कि इस अधिसूचना में संबंध अनुमति में विनिविष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिलाने के प्रयोजन के लिए एवं द्वारा अंजित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सर्वो बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुमति

एन.के. 52 में एन.के.सी.टी. एफ. नक पाठ्य साइन बिलाने के लिये।

राज्य : गुजरात जिला--अमहादाद तालुका-विरसगाम

| गांव | म. नं. | हेक्टेयर | प्रार्थी | सेंटीमीटर |
|---------|-------------|----------|----------|-----------|
| बाजमासग | 189 | 0 | 05 | 46 |
| | कार्ट ट्रैक | 0 | 00 | 66 |
| | 197 | 0 | 07 | 08 |
| | 198 | 0 | 05 | 22 |
| | 199 | 0 | 00 | 72 |
| | 199/2 ट. | 0 | 05 | 40 |
| | 199/3 | 0 | 02 | 88 |
| | 199/4 | 0 | 02 | 88 |
| | 201/2 | 0 | 05 | 40 |
| | 201/3 | 0 | 04 | 32 |
| | 202 | 0 | 04 | 68 |
| | कार्ट ट्रैक | 0 | 00 | 90 |
| | 218/1 | 0 | 00 | 72 |
| | 218/2 | 0 | 06 | 31 |
| | 217 | 0 | 03 | 19 |
| | 216/1 | 0 | 07 | 80 |
| | 216/3 | 0 | 03 | 60 |
| | 216/3 | 0 | 01 | 20 |
| | 216/5 | 0 | 04 | 56 |
| | 216/5 | 0 | 06 | 24 |

[भ. ओ-12016/84-5-आपनकी-टी. 4]

New Delhi, the 1st January, 1986

S.O. 154.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3490 dated 16-7-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from NK-52 to NK-CTF

State : Gujarat Distt—Ahmedabad Taluka - Viramgam.

| Village | Survey No. | Hectare | Acre | Centiare |
|-----------------|------------|---------|------|----------|
| BALSASAN | | | | |
| | 189 | 0 | 05 | 46 |
| | CT | 0 | 00 | 66 |
| | 197 | 0 | 07 | 08 |
| | 198 | 0 | 05 | 22 |
| | 199 | 0 | 00 | 72 |
| | 199/2/A | 0 | 05 | 40 |
| | 199/3 | 0 | 02 | 88 |
| | 199/4 | 0 | 02 | 88 |
| | 201/2 | 0 | 05 | 40 |
| | 201/3 | 0 | 04 | 32 |
| | 202 | 0 | 04 | 68 |
| | CT | 0 | 00 | 90 |
| | 218/1 | 0 | 00 | 72 |
| | 218/2 | 0 | 06 | 24 |
| | 217 | 0 | 08 | 28 |
| | 216/1 | 0 | 07 | 80 |
| | 216/3 | 0 | 08 | 60 |
| | 216/3 | 0 | 01 | 20 |
| | 216/5 | 0 | 04 | 56 |
| | 216/5 | 0 | 06 | 24 |

[No. O-12016/94/85 ONG D4]
नई दिल्ली, 2 जनवरी, 1986

K.T. आ. 155.—यह: पट्रोलियम और अंजिन पाइपलाइन भूमि में उपयोग के अधिकार का अंजिन अधिनियम, 1962 (1962 41 50) की धारा 3 को उपधारा (1) के अधीन सरकार के पट्रोलियम संबंधीय कानून संसदीय संसदीय सरकार ने उम अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार का पाइपलाइनों को बिलाने के लिए अंजिन करने का अपना आशय घासिल कर दिया था।

और यह: मध्यम प्राधिकारी ने उम अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

ओर आग, यह: केंद्रीय सरकार ने उम रिपोर्ट पर विचार करने के पश्चात इस अधिसूचना में संलग्न अनुसूचि में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अंजिन करने का विनियम किया है।

अब, अब: उम अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केंद्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूचि में विनिर्दिष्ट उम भूमियों में उपयोग का अधिकार पाइपलाइन बिलाने के प्रयोजन के लिए एतद्वारा अंजिन किया जाता है।

ओर आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार नियंत्रण देती है कि उम भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने की बजाय तेज और प्राकृतिक गैस आयोग में, सभी बाजारों से मूल्य रूप में, बोर्डों के पकावन की इस तारीख की निहित होता।

अनुसूची

एम.एन.ए. क्यु से नलोप-3 तक पाइप लाइन बिलाने के लिये।

राज्य गुजरात जिला व नालुका महसाणा

| लिंग | व्याक. सं. | हेलीयर एओर्इ सेन्टीमी | | | |
|------|-------------|-----------------------|----|----|----|
| | | 1 | 2 | 3 | 5 |
| * | संघाल | 551 | 0 | 05 | 52 |
| | | 552 | 0 | 03 | 51 |
| | | 553 | 0 | 03 | 04 |
| | | 557 | 0 | 09 | 36 |
| | 593/पी | 0 | 15 | 48 | |
| | कार्ट ट्रैक | 0 | 00 | 43 | |
| | 594/पी | 0 | 20 | 52 | |
| | 595 | 0 | 04 | 63 | |
| | कार्ट ट्रैक | 0 | 00 | 43 | |
| | 312 | 0 | 09 | 12 | |
| | 312 | 0 | 03 | 21 | |
| | 311 | 0 | 01 | 92 | |
| | कार्ट ट्रैक | 0 | 02 | 40 | |
| | 622 | 0 | 02 | 16 | |
| | 623 | 0 | 04 | 68 | |
| | 624 | 0 | 09 | 72 | |
| | कार्ट ट्रैक | 0 | 01 | 44 | |
| | 58 | 0 | 00 | 66 | |
| | 57 | 0 | 10 | 80 | |
| | 56 | 0 | 10 | 56 | |
| | 55 | 0 | 03 | 23 | |
| | 54 | 0 | 00 | 60 | |
| | 45 | 0 | 02 | 52 | |
| | 46 | 0 | 08 | 21 | |
| | 47 | 0 | 11 | 52 | |
| | कार्ट ट्रैक | 0 | 01 | 26 | |
| | 77 | 0 | 05 | 54 | |
| | 78 | 0 | 04 | 02 | |
| | 81 | 0 | 08 | 60 | |
| | 82 | 0 | 09 | 74 | |
| | कार्ट ट्रैक | 0 | 01 | 50 | |
| | 20/1 | 0 | 02 | 34 | |

| 1 | 2 | 3 | 4 | 5 |
|---------|---|----|----|---|
| 20/3 | 0 | 09 | 66 | |
| 20/5 | 0 | 11 | 83 | |
| 20/6/पं | 0 | 03 | 68 | |
| 20/6/पं | 0 | 04 | 36 | |

[स. O-12016/63/85 ओएनजी-डी-4]

New Delhi, the 2nd January, 1986

S.O. 155.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 2392 dated 18-5-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline;

And whereas the Competent Authority has under Sub-Section (1) of Section 6 of the said Act submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of the power conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

SCHEDULE

Pipeline from SNAQ to BALOL—3.
State : Gujarat Distt. & Taluka —Mehsana

| Village | Block No. | Hectare | Acre | Centiares |
|---------|-----------|---------|------|-----------|
| 1 | 2 | 3 | 4 | 5 |
| SANTHAL | 551 | 0 | 05 | 52 |
| | 552 | 0 | 08 | 52 |
| | 555 | 0 | 08 | 04 |
| | 557 | 0 | 09 | 36 |
| | 593/P | 0 | 15 | 48 |
| | CT. | 0 | 00 | 48 |
| | 594/P | 0 | 20 | 52 |
| | 595 | 0 | 04 | 68 |
| | CT. | 0 | 00 | 48 |
| | 313 | 0 | 09 | 12 |
| | 312 | 0 | 08 | 22 |
| | 311 | 0 | 01 | 92 |
| | CT. | 0 | 02 | 40 |
| | 622 | 0 | 02 | 16 |
| | 623 | 0 | 04 | 68 |
| | 624 | 0 | 09 | 72 |
| | CT. | 0 | 01 | 44 |
| | 58 | 0 | 00 | 66 |
| | 57 | 0 | 10 | 80 |
| | 56 | 0 | 10 | 56 |
| | 55 | 0 | 08 | 28 |
| | 54 | 0 | 00 | 60 |
| | | 0 | 02 | 52 |

| 2 | 3 | 4 | 5 |
|--------|---|----|----|
| 46 | 0 | 08 | 23 |
| 47 | 0 | 11 | 52 |
| CT. | 0 | 01 | 20 |
| 77 | 0 | 05 | 54 |
| 78 | 0 | 04 | 02 |
| 81 | 0 | 08 | 60 |
| 82 | 0 | 09 | 74 |
| CT. | 0 | 01 | 50 |
| 20/2 | 0 | 02 | 34 |
| 20/3 | 0 | 09 | 66 |
| 20/5 | 0 | 11 | 83 |
| 20/6/P | 0 | 03 | 60 |
| 20/6/P | 0 | 04 | 36 |

[No. O-12016/63/85—ONG-D4]

नई दिल्ली, 2 जनवरी, 1986

का. प्रा. 156—यह पेट्रोलियम और बनिंज पाइप लाइन (भूमि में उपयोग के अधिकार का प्रजन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के कर्जा मन्त्रालय पेट्रोलियम विभाग की प्रधिसूचना का. प्रा. सं. 3488 तारीख 16-7-85 द्वारा केन्द्रीय सरकार ने उस प्रधिसूचना से संबंध भनुमूली में विनिर्दिष्ट भूमियों में उपयोग के अधिकार का पाइपलाइनों का विभाजन के लिए प्रजित करने का प्रपत्र आशय घोषित कर दिया था।

और यह प्रपत्र प्राधिकारी ने उक्त प्रधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात इस प्रधिसूचना से संबंध भनुमूली में विनिर्दिष्ट भूमियों में उपयोग का अधिकार प्रजित करने का विनिश्चय किया है।

प्रथा. प्रत. उक्त प्रधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त प्रनियम का प्रयोग करने हुए केन्द्रीय सरकार एवं द्वारा विभिन्न करती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बाब्त तेज और प्राकृतिक गैस आयोग में, भभी बांधाओं से मुक्त रूप में, घोषणा के प्रकार उक्त की इस तारीख को निहित होगा।

भनुमूली

जे. ए. ए. ए. से जे. ए. ए. ओ.
राज्य :—गुजरात ज़िला व तालुका : भेहसाना

| गांव | मालाक नं. | ट्रैक्टर भारे. | लेटोपर |
|--------|-----------|----------------|--------|
| मांकणज | 1154 | 0 | 19 08 |
| | 1101 | 0 | 07 68 |

[स. O-12016/92/85—ओ एन जी-डी-4]

पी. के. राजगोपालन, डैस्क अधिकारी

S.O. 156.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 3488 dated 16-7-85 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land)

Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that Notification for the purpose of laying pipeline;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this Notification hereby acquired for laying the pipeline :—

SCHEDULE

Pipeline From JNAA to JNO

State : Gujarat District & Taluka : Mehsana

| Village | Block No. | Hectare | Arc | Centiare |
|---------|-----------|---------|-----|----------|
| MAKNAJ | 1154 | 0 | 19 | 08 |
| | 1101 | — | 07 | 68 |

[No. O-12016/92/85-NG-D4]
P.K. RAJAGOPALAN, Desk Officer

किंवदं मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1985

का. आ. 157:—हज समिति प्रधिनियम, 1959 की धारा 12(1) के अनुसार, भारत सरकार को प्राप्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार के प्रधिकारी, श्री सैयद मोहम्मद कामलुद्दीन सुभानी को एतद्वारा कार्यकारी प्रधिकारी, हज समिति, बम्बई नियुक्त किया जाता है। श्री सुभानी हज समिति प्रधिनियम, 1959 में उल्लिखित कार्यकारी प्रधिकारी की समस्त शक्तियों का प्रयोग करेंगे।

2. श्री सुभानी ने कार्यकारी प्रधिकारी का पद भार 9 दिसम्बर, 1985 से संभाल लिया और वे 9 दिसम्बर, 1985 से तीन वर्ष की प्रशिक्षण के लिए प्रतिनियुक्त पर होंगे।

[संख्या एम / हज / 118-1/5/85]
प्रारिक कमारेन, संयुक्त सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 18th December, 1985

S.O. 157.—In exercise of the powers vested in the Government of India in terms of Section 12(1) of the Haj Committee Act, 1959, Shri Syed Md. Kamaluddin Subhani, an officer of Central Government, is hereby appointed as Executive Officer, Haj Committee, Bombay. Shri Subhani will exercise all the powers of the Executive Officer mentioned in the Haj Committee Act, 1959.

2. Shri Subhani will be on deputation for a period of three years with effect from 9th December, 1985, when he assumed charge of the post of Executive Officer.

[No. M(Haj)/118-1/5/85]
ARIF QAMARAIN, Jt. Secy. (Afr. Haj)

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 26 दिसम्बर, 1985

का. आ. 158:—केन्द्रीय सरकार ने, कोयला बारक क्षेत्र (प्रजनन और विकास) प्रधिनियम, 1957 (1957 का 20) की धारा

4 को उपधारा (1) के प्रधीन, भारत सरकार के भूतपूर्व इसात, खान और कोयला मंत्रालय (कोयला विभाग) की अधिसूचना में का. आ. 1022, तारीख 9 मार्च, 1985 द्वारा उस अधिसूचना से उपावद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र में 90.00 एकड़ (लगभग) या 36.42 हैक्टर (लगभग) भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

ओर केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि में कोयला अधिभाष्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 90.00 एकड़ (लगभग) या 36.42 हैक्टर (लगभग) भूमि की उक्त भूमि, का प्रजनन करने के अपने आशय की सूचना देती है;

टिप्पण 1:— इस अधिसूचना के अन्तर्गत आमे बाले रेखाक का विरोक्षण उपायुक्त, गिरीडौर (विहार) के कार्यालय में या कोयला नियन्त्रक, 1. कांउमिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या सेन्ट्रल कोलफील्ड्स लि. (राजस्व अनुसूची), वरपंगा हाउस, रांची (विहार) के कार्यालय में किया जा सकता है;

टिप्पण 2:— कोयला धारक क्षेत्र (प्रजनन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :—

“8. (1) किसी ऐसी भूमि में, जिसकी बाबत, धारा 7 के प्रधीन अधिसूचना जारी की गई है, हितबद्ध कोई भी व्यक्ति, इस अधिसूचना के जारी किए जाने के तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किसी अधिकारों का प्रजनन किए जाने के बारे में आक्षेप कर सकेगा।

स्पष्टीकरण 1. इस धारा के अर्थात् विकास की ओर से यह कहना आवश्यक नहीं माना जाएगा कि वह स्वयं उस भूमि में कोयला उत्पादन के लिए ज्ञान सक्रियाएं करता आहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति द्वारा नहीं की जानी आहिए।

(2) उपधारा (1) के प्रधीन प्रत्येक आक्षेप सक्षम प्रधिकारी को विद्वित रूप में किया जाएगा और सक्षम प्रधिकारी आक्षेपकर्ता को स्वयं मुने जाने का या विधि व्यवसायी द्वारा मुनवाई का अवसर देगा और ऐसे सभी आक्षेपों को मुनने के पश्चात् और ऐसी प्रतिरिक्षण जांच, यदि कोई है, करने के पश्चात् जो वह आवश्यक समझे, या तो धारा 7 की उपधारा (1) के प्रधीन प्रधिसूचित भूमि के या ऐसी भूमि में या उस पर के प्रधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के प्रधिकारों के संबंध में आक्षेपों पर अपनी विफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोगों के लिए वह व्यक्ति किसी भूमि में हितबद्ध भवज्ञा जाएगा जो प्रतिकर में किसी हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर के किन्हीं प्रधिकारों को इस अधिनियम के प्रधीन अर्जित कर लिया जाता है।”

टिप्पण 3:—केन्द्रीय सरकार ने, कोयला नियन्त्रक,

1. कांउमिल हाउस स्ट्रीट, कलकत्ता को, उक्त अधिनियम के प्रधीन सक्षम प्रधिकारी नियुक्त किया है।

अनुसूची

प्रधिकारी—विस्तारण- 1

बाले क्षेत्र और कोयला कोयला क्षेत्र

जिला गिरिहीर (विहार)

डॉकिंग स. राजस्व / 49/85
तारीख : 1 अप्रैल, 1985
(अर्जित की जाने वाली भूमि)

सभी अधिकार

| क्रम सं. ग्राम | थाना | थाना सं. ज़िला | क्षेत्र | टिप्पणिया |
|---|-------|----------------|--------------|------------------------|
| 1. एमली | बर्मो | 64 | गिरि- डीह | 90.00 भाग |
| कुल क्षेत्र . 90.00 एकड़ (लगभग) | | | | या 36.42 हेक्टर (लगभग) |
| एमली ग्राम में अर्जित किए जाने वाले प्लाट सं. | | | | |

23 (भाग), 25(भाग), 26(भाग), 38(भाग), 32(भाग), 33(भाग)
48(भाग), 48 से 51, 52(भाग), 53(भाग), 55(भाग), 56(भाग),
57 से 61, 62(भाग), 91(भाग), और 135(भाग)।

सीमा वर्णन

क—ख रेखा, एमली ग्राम कारे प्रामों की सम्मिलित सीमा के भाग के साथ-साथ जाती है, (जो कारे खनक विस्तारण की पूर्वी सीमा के साथ-साथ सम्मिलित सीमा का भाग बनाती है)।

ख—ग रेखा, एमली ग्राम में होकर जाती है (जो धोरी विस्तारण की उत्तरी सीमा के साथ सम्मिलित सीमा बनाती है)।

ग—घ रेखा, एमली ग्राम के प्लाट सं. 135, 91 से होकर जाती है।

घ—क रेखा, एमली ग्राम के प्लाट सं. 47, 62, 55, 56, 53, 52, 32, 28, 26, 25, 23 और 33 से होकर जाती है और बिन्दु "क" पर मिलती है।

[सं 43019/14/85 -मी. ए.]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 26th December, 1985

S.O. 158.—Whereas by the Notification of the Government of India, in the late Ministry of Steel, Mines and Coal (Department of Coal), No. S.O. 1022, dated the 9th March, 1985, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave Notice of its intention to prospect for coal in 90.00 acres (approximately) or 36.42 hectares (approximately) of the lands in the locality specified in the Schedule appended to that Notification;

And whereas the Central Government is satisfied that coal is obtainable in the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 90.00 acres (approximately) or 36.42 hectares (approximately) described in the Schedule appended hereto.

Note 1 : The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Giridih (Bihar) or in the office of the Coal Controller 1, Council House Street, Calcutta or in the office of the Central Coalfields Limited, (Revenue Section), Darbhanga House, Ranchi (Bihar).

Note 2 : Attention is hereby invited to the provisions of section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) which provides as follows:

"8 (1) Any person interested in any land in respect of which a Notification under section 7 has been issued may, within thirty days of the issue of the Notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a practitioner and shall after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in the compensation if the land or any rights in or over such land were acquired under this Act."

Note 3 : The Coal Controller, 1 Counsel House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE

West Dhorri Extension-I Block East Bokaro Coalfield
Distt. Giridih (Bihar)

All Rights

Drg. No. Rev/49/85

Dated 1-8-1985
(Lands to be acquired)

| Sl. No. | Village | Thana | Thana Number | District | Area | Remarks |
|--|---------|-------|--------------|--------------------------------|-------|---------|
| 1. | Emlo | Bermo | 64 | Giridih | 90.00 | Part |
| Total area :—90.00 acres (approximately) | | | | 26.42 hectares (approximately) | | |

Plot numbers to be acquired in village Emlo.—

1, 2, 3, 4, 5, 10, 11, 12(part), 13(part), 31(part), 33(part),
47(part), 48 to 51, 52(part), 53(part), 55(part), 56(part),
57 to 61, 62(part), 91(part), 135(part).

Boundary description:-

- A-B line passes through part common boundary of village Emlo & Kiro (which forms part common boundary with the Eastern boundary of Kiro Block Extn.).
- B-C line passes through village Emlo (which forms common boundary with the Northern boundary of Dhorhi Extn.).
- C-D line passes through plot numbers 135, 91 in village Emlo.
- D-A line passes through plot numbers 47, 62, 55, 56, 53, 52, 32, 28, 26, 25, 23, & 33 in village Emlo and meets at point 'A'.

[N]o. 43019/14/84-CA]

नई दिल्ली, 6 जनवरी, 1986

का. आ. 159—केन्द्रीय सरकार ने, कोयला धारक भूमि (पर्यावरण और विकास) प्रबिनियम, 1957 (1957 का 20) को भारा 7 की उप-भारा (1) के अधीन भारत के राजपत्र, तारीख 21 जनवरी, 1984 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की प्रधिकृतना सं. का. आ. 208 तारीख 30 विसम्बर, 1983 द्वारा उस प्रधिकृतना से संबंधित भनुसूची में विविहिषण परिक्षेत्र में, भूमि का पर्यावरण करने पर्यावरण की सूचना दी थी;

भनुसूची "क"
साबनेर ज्ञान (मान्युर भूमि)

जिला नान्युर (महाराष्ट्र) अंजित भूमि वापत करने वाला) सभी अधिकारी

भूमि वापत
सं.

पटवारी साक्षी तहसील
संक्षिप्त सं.

| जिला | वेत्र हेत्तर में | कुल | प्रधिकृत भूमि भरकारी |
|------|------------------|---------|----------------------|
| | | | भूमि |
| 3 | 4 | 5 | 6 |
| 34 | साबनेर | नान्युर | 8.02 |
| 31 | कल्याण | नान्युर | — |
| 33 | कल्याण | नान्युर | 111.35 |
| 33 | " | " | 104.40 |
| | | | 223.77 |
| | | | 1.62 |
| | | | 241.39 |
| | | | 596.49 एकड़ (लगभग) |

साबनेर ग्राम में अंजित किए गए प्लाट संख्याएँ

644 (भाग), 645 (भाग), 739/1, (भाग), 739/4, 741-742-743 (भाग), 744/1 (भाग), 744/2, 744/3 (भाग) 745 (भाग) और 746 (भाग)

बोद्धाव (मुज़रक ग्राम) प्राप्त में अंजित किये गए प्लाट संख्याएँ - 50/1 के-के, एच-53/1 (भाग)

बोद्धा ग्राम में अंजित किये गए प्लाट संख्याएँ :

और सभी प्राविकारी ने, उक्त प्रबिनियम की भारा 8 के अंतर्भूत में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

जीर केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने और महाराष्ट्र सरकार से परामर्श करने के पश्चात यह समझाया हो गया है कि;

(क) इससे संलग्न भनुसूची "क" में वर्णित 241.39 हेक्टर (लगभग) या 596.49 एकड़ (लगभग) भूमि की भूमि का; और

(ब) इससे संलग्न भनुसूची "क" में वर्णित 472.87 हेक्टर (लगभग) या 1168.73 एकड़ (लगभग) भूमि की भूमि में लगिज के छन्न, बदान, बेधन, बुदाई करने और खोजने, उम्हे प्राप्त करने के लिए उन पर कार्य करने और उम्हे से जाने के प्रधिकारों का; पर्यावरण किया जाना चाहिए,

प्रत, अब, केन्द्रीय सरकार, उक्त प्रबिनियम की भारा 9 की उप-भारा (1) द्वारा प्रवत्त प्रक्रियों का प्रयोग करते हुए, यह जोषणा करती है कि;

(क) उक्त भनुसूची "क" में वर्णित 241.39 हेक्टर (लगभग) या 596.49 एकड़ (लगभग) भूमि की भूमि ; और

(ब) उक्त भनुसूची "क" में वर्णित 472.87 हेक्टर (लगभग) या 1168.73 एकड़ (लगभग) भूमि की भूमि में लगिज के छन्न, बदान, बेधन, बुदाई करने और खोजने, उम्हे प्राप्त करने उन पर कार्य करने और उम्हे से जाने के प्रधिकारों का; पर्यावरण किया जाता है।

इस अधिकूलता के अधीन अन्त वासे अंत के रेखांक सं. सी-1 (ई)/11/एफ. प्रा.र./279-384 का निरीक्षण कस्टर, नान्युर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1 कांउलिल हाडस रुट्ट, कलकता के कार्यालय में अवधा बैस्टन कोलफ्रीहॉस न्यू., (राजस्व भाग), कोयला एस्टेट, तिविल लाइंस, नान्युर-44001 (महाराष्ट्र) के कार्यालय में किया जा सकता है।

4/1 (भाग), 13/1 (भाग), 27 (भाग), 28 (भाग), 29 से 31, 32 (भाग), 33, 34/1 (भाग), 34/2 (भाग) 34/3, 34/4, (भाग), 34/5, 35, 36/1 (भाग), 36/2, 37/1, 37/2, 38, 39/1, 39/2, 40/1, 40/2, 41 से 46, 47/1, 47/2, 48/1 से 46/8, 49/1, 49/2, 50 से 52, 53/1 से 53/3, 54 से 59, 60/1 से 60/5 61, 62 (भाग) 63/1 (भाग), 63/2 (भाग), 64-65/1 (भाग) 65/3, (भाग), 76/1 से 76/3, 76/4 (भाग), 76/5, 76/6, (भाग), 76/7 (भाग), 76/8, 76/9 (भाग), 76/10 (भाग), 84 (भाग),

८५ (भाग), ८६ (भाग), ८७/१, ८७/२, ८८, ८९, ९०/१ से ९०/३,
९१, ९२/१, ९२/२-४, ९२/३, ९३, ९४/१-२, ९४/४, ९४/३, ९५,
९६, ९७/१, ९७/२, ९८/१ से ९८/४, ९९, १००, १०१/१, १०१/२,
१०२/१, १०२/२, १०३/१, १०३/२, १०४ से १०७, १०८/१ (भाग)
१०८/२ (भाग), १०८/३, १०८/४, १०८/५ (भाग), १०८/६,
१०९ (भाग), ११०/१ और ११०/२ (भाग)

उमरी (प्रतीकी) ग्राम में अजित किए गए प्लाट संख्याक्रम :

३३ (भाग), ३८/१-२ (भाग), ५६/१ (भाग) ५६/२, ५८/१ से
५८/५, ५८/६ (भाग) ५८/७ (भाग), ५९/१, ५९/२, ६०/१, ६०/२
६१ (भाग) ६२ (भाग), ६३, ६४/२-८४/२ (भाग), ६४/१, ६५/१,
६५/२-६५/३ (भाग), ६६/१ (भाग), ६६/२ (भाग), ६७/३ (भाग),
६८/३-८२/२ (भाग), ७९/२ (भाग), ७९/३ (भाग) ८०/१-२ (भाग),
८०/४ (भाग), ८०/५ (भाग), ८०/६, ८०/७ (भाग), ८०/९, ८०/१०,
८१/१-८१/३-८३/१-८३/१-९-८१/१०, ८१/१, ८१/२, ८१/३, ८१/४,
८१/५, ८१/६ (भाग), ८१/७ (भाग), ८१/८ (भाग), ८३/१, ८३/२,
८३/३ (भाग), ८४/१, ८५/१, ८५/२-८७/१, ८६/१, ८६/५, ८६/२,
८७/२, ८८/१ से ८८/३, ८९/१ से ५, ८९/६, ९०/१, ९०/२, ९१ (भाग)
९२/१-९२/३ ९२/२, ९३/१ से ९३/३, ९४/१ (भाग), ९४/२ (भाग),
९५ (भाग), ९६-९७ (भाग), ९८ (भाग), १००/३ (भाग), १००/४,
१०१ (भाग), १०२ (भाग), १०३, १०४/१ से १०४/६, १०५/१ से
१०५/४, १०६, १०७, १०८/१ से १०८/४, १०९, ११०/१, ११०/२, १११/१
१११/२, ११२/१ से ११२/४, ११३/१, ११३/२, ११४, ११५, ११६/१-
११७/१, ११६/२-११७/२, ११६/३-११७/३, ११८ (भाग), ११९/१ (भाग)
११९/२, ११९/३ (भाग), ११९/४, १२० और १२१/२ (भाग)।

सीमा बर्णन :

क-ख रेखा बोरोडा ग्राम में भागतः प्लाट संख्याक्रम २७, ६५/३, ६५/१,
६४, ६३/२, ६३, ७६/७, ७६/६, ७६/१०, ७६/४, ७६/९, ८४, ८५,
८६, १०८/२, १०८/१, १०८/५, १०९, ११०/२ से होकर जाती है और
बोरोडा ग्राम में भागतः प्लाट संख्याक्रम ५०/१ के, के-ए-५-५३/१ से होकर
जाती है और उसी प्लाट में बिन्दु "क" पर मिलती है।

ख-ग रेखा बोरोडा ग्राम में भागतः प्लाट संख्याक्रम ५०/१ के-के-ए-५-
५३/१ से होकर, बोरोडा और कमोडा ग्रामों की भागतः समिलित सीमा
के साथ साथ जाती है और फिर उमरी ग्राम में प्लाट संख्याक्रम १२१/२,
११९/३, ११९/१, ११८, ८०/७, ८०/४, ८०/१-२, ८०/५, ७९/३, ७८/२
८१/६, ८१/७, ८१/८, ८३/३, ६८/३-८२/२, ६४/२-८४/२, ६७/३,
६६/३, ६६/१, ६५/२, ६५/३ से होकर जाती है और फिर सावनेर
ग्राम में संख्याक्रम ७४५ और ७४६ से होकर जाती है और सावनेर ग्राम में
प्लाट संख्याक्रम ७४६ और ७३६ की समिलित सीमा पर बिन्दु "ग" पर
मिलती है।

ग-घ रेखा सावनेर ग्राम में प्लाट संख्याक्रम ७४६, ७४१-७४२-७४३,
७४४/३, ७४४/१, ७३९/१, ६४५ और ६४४ से होकर जाती है और उसी
ग्राम में प्लाट संख्याक्रम ६४४ में बिन्दु "घ" पर मिलती है।

च-क रेखा सावनेर ग्राम में भागतः प्लाट संख्याक्रम ६४४ से होकर,
उमरी ग्राम में भागतः प्लाट संख्याक्रम ५६/१, ५८/६, ५८/७, ६१, ६२,
९१, ९४/२, ९४/१, ९५, ९६-९७, ९८, १००/३, १०१, १०२, ३८/१-
२ ३३ से होकर जाती है और बोरोडा ग्राम में भागतः प्लाट संख्याक्रम
३६/१, ४/१, ३४/१, ३४/२, ३४/४, ३२, १३/१, २८ और २७ से होकर
जाती है और बोरोडा ग्राम के प्लाट संख्याक्रम २७ में प्रारंभिक बिन्दु "क"
पर मिलती है।

भूमि का बिन्दु "क"

सावनेर ग्राम (मानसुर लेन्ड)

जिला नागपुर (महाराष्ट्र)

नन अधिकार

| क्रम. | ग्राम | परवारी/ शास्त्री/संचिल | | जिला | जेल हैक्टरों में | कुल | टिक्कियाँ | |
|-------------------------|-------|-----------------------------------|----------|--------|------------------|-------|-----------|-----|
| | | सं. | सं. | | | | | |
| १ | २ | ३ | ४ | ५ | ६ | ७ | ८ | ९ |
| १. सावनेर | | ३४ | सावनेर | नागपुर | १८८.१७ | ३.२७ | १९३.४४ | भाग |
| २. बोरोडा (बुजलूक धोते) | | ३१ | कलमेश्वर | " | ८६.५३ | ३३.१४ | १३९.६७ | भाग |
| ३. उमरी (बरोडी) | | ३३ | कलमेश्वर | " | ३६.०५ | १.२१ | ३७.२६ | भाग |
| ४. गोलांधी | | ३१ | कलमेश्वर | " | ५५.९५ | ०.३० | ५६.२५ | भाग |
| ५. दुध बोर्डी (लोधी) | | १० | कलमेश्वर | " | १७.५० | २४.३५ | ४६.३५ | भाग |
| | | कुल | | | ३८४.२० | ४८.७७ | ४७२.९७ | |
| | | कुल बिन्दु : ४७२.९७ हैक्टर (लगभग) | | | | | | |
| | | या ११६८.७३ एकड़ (लगभग) | | | | | | |

सावनेर ग्राम में अजित किए गए प्लाट संख्याक्रम

६४४ (भाग), ६४५ (भाग), ६४६/१ (भाग), ६४६/२ (भाग), ६४७,
६४८ (भाग), ६४९ (भाग), ६५०-६५१, ६५२/२, ६५३, ६५४/२
(भाग), ६५४/३ (भाग), ६५५ (भाग), ६५६/१ से ६५६/३, ६५७/१
६५७/२, ६५८, ६५९, ६६० (भाग), ६६१ (भाग), ६६३ (भाग),
६६६ (भाग), ६६७/१ (भाग), ६६७/२ (भाग), ६८९ (भाग), ६८५
(भाग), ६८६ (भाग), ६८७/१, ६८७/२ (भाग), ६८८, ६९०-६९०/२, ६९०/१,
६९१, ६९२ (भाग), ६९३ (भाग), ६९४-६९५ (भाग), ६९६ (भाग), ६९७/२ (भाग),
६९७/३, ६९७/४ (भाग), ६९८ (भाग), ६९९ (भाग), ७००/१, ७००/२, ७०१/१, ७०१/२

७०३/१ (भाग), ७०४/१ (भाग), ७०४/२-७०५, ७०६, ७०७-७१५/१,
७०८, ७०९/१ से ७०९/३, ७१०, ७११/१, ७११/२, ७११/३-७१२/१,
७११/४, ७११/५, ७१२/२ से ७१२/४, ७१३-७१४, ७१५/२, ७१६,
७१७/१, ७१७/२, ७१८/१-३, ७१८/२, ७१८/४ से ७१८/८, ७१९ से
७२२, ७२३/१-२, ७२४, ७२५/२, ७२६/१, ७२६/२ ७२७ से ७३०,
७३१/२, ७३२/२ से ७३२/३, ७३३, ७३४/१ से ७३४/३, ७३५/१, ७३५/२,
७३६, ७३७/१, ७३७/२, ७३८/१ ७३८/२, ७३९/१ (भाग), ७३९/२
७३९/३, ७३९/५, ७४०, ७४१-७४२-७४३ (भाग), ७४४/१ (भाग),

744/3 (भाग), 745 (भाग) 746 (भाग), 747, 748/1, 748/2, 749/1, 749/2, 750 से 752, 753/1, 753/2, 754/1, 754/2, 755/1, 755/2, 755/3-756, 757/1, 757/2, 758 से 774, 775/1, 775/3, 776, 777/1- 878/1-779/2, 777/2-778/2, 779/1 और 779/3

बोर्याव (बुज़लूक धाने) ग्राम में अंजित किए गए प्लाट संख्याएँ 1 से 5, 6/1-2, 7/1, 7/2, 8/1-2, 9 से 14, 15/1, 15/2, 16/1-3 1/4, 16/2, 17/1 से 17/13, 18-19, 20, 21/1 से 6, 22/1-2, 23, 24/1 से 3, 25/1-2 (भाग), 26 (भाग), 27/1 से 27/3, 28/1, 28/2, 28/3, 28/4-5, 28/-30, 31/1-2-3-7, 31/5-6, 32/1 से 32/4, 33, 34, 35/1 से, 35/1 केप्च, जी, 35/2, 36, 37/1, से 4, 38/1 से 34/4, 39 से 43, 44/1 से 4-45/1, 44/5-6 45/2-4-5, 45/3, 46/1-2 (भाग), 47, 48-49-50/2, 50/1 के-प्रैच- 53/1 (भाग), 50/3 (भाग), 51-52 (भाग), 76 (भाग), 77 (भाग), 79 (भाग), 80-81 (भाग), 82/1-2-3 (भाग), 83 (भाग), 84/1-2-3 (भाग), 97/1-2 (भाग), 98/1 (भाग), 98/2 के (भाग), 99/1-2 (भाग) और 105/2 (भाग)

ऊमरी (भरोसी) ग्राम में अंजित किए गए प्लाट संख्याएँ :

64/2-84/2 (भाग), 65/2-3 (भाग), 66/1 (भाग), 66/2 (भाग), 67/1, 67/2, 67/3 (भाग), 67/4, 68/3-82/3 (भाग) 68/1-82/1, 68/2, 69, 70/1-1-2, 71 से 73, 74/1 से 74/3, 75, 76, 77/1-77/2, 78/1, 78/2, 79/1, 79/2 (भाग), 79/3, भाग, 79/4 से 79/6, 80/1-2 (भाग), 80/3, 80/4 (भाग), 80/5 (भाग), 80/7 (भाग), 80/8, 81/6 (भाग), 81/7 (भाग), 81/8 (भाग), 83/3 (भाग), 118 (भाग), 119/1 (भाग), 119/3 (भाग), 121/1, 121/2 (भाग) और 121/3

नीलगांव ग्राम में अंजित किए गए प्लाट संख्याएँ :

1/1-2-3 (भाग), 2/1 (भाग), 3/2 (भाग), 4/1 (भाग), 58/2 (भाग), 68/1 (भाग), 69/2 (भाग), 69/1-70/1-69/2-70/2-69/3-70/3-69/5-71/1-69/4-71/2 (भाग), 72/1-73/1, 72/2-73/2, 74/1, 74/2, 74/3-4, 74/5 से 74/8, 75/1 से 75/3, 76/1 (भाग), 76/2 (भाग), 76/3, (भाग), 77/1, 77/2-77/7, 77/3-77/6 77/4, 77/5-77/8, 78/1, 78/2, 79/1, से 79/3, 80, 81/1 से 81/4, 82, 83, 84/1-84/2, 85/1, 85/2, 86 (भाग) 87, 88 (भाग), 89/1 (भाग), 89/2, 89/3 (भाग), 90/1-2 (भाग), 91 (भाग), 92 (भाग) और 95 (भाग)

दृष्टबोर्डी (लोधी) ग्राम में अंजित किए गए लाट संख्याएँ .

6/1 (भाग), 7/1 (भाग), 7/4 (भाग), 7/11 (भाग), 7/12 (भाग), 8/1 (भाग), 15 (भाग), 16/1-19/1-19/4 (भाग), 17-18, 19/2-3 (भाग), 68 (भाग), 69-70 (भाग), 71 (भाग), 72, 73, 74 (भाग), और 75 (भाग)

मीमा वर्णन

ग-ग ममी अधिकार क्षेत्र में संवंधित मीमा वर्णन के अनुसार।

ग-ड रेखा ममी अधिकार क्षेत्र में संवंधित ग-घ मीमा के नाथ-नाथ मावनेर ग्राम में लाट संख्याएँ 746, 741-742-743, 744/3, 744/1, 739/1, 645, 644 से होकर जाती है और प्लाट संख्याएँ 644 से बिन्दु "ड" पर मिलती हैं।

इ-च रेखा, मावनेर ग्राम में लाट संख्याएँ 644, 646/1, 646/2, 648, 649, 654/2, 654/3, 655, 661, 660, 663, 666, 667/2, 667/1 से होकर जाती है और प्लाट संख्याएँ 667/1 में बिन्दु "क" पर मिलती हैं।

च-छ रेखा ग्राम में प्लाट संख्याएँ 667/1, 669, 693, 694-95 696, 697/6, 697/2, 698 से होकर जाती है और फिर प्लाट संख्याएँ 704/2 और 702 को सम्मिलित सीमा के गाथ नाथ जाती है और बिन्दु 'छ' पर मिलती है।

छ-ज रेखा, मावनेर ग्राम में भागत प्लाट संख्याएँ 704/1, 703/1, 692, 687/2, 686, 685 से होकर जाती है, फिर दृष्ट बोर्डी ग्राम में प्लाट संख्याएँ 19/2-3, 16/1-19/1-19/4, 15, 8/1, 6/1, 7/4, 7/11, 7/12 से होकर आगे जाती है और दृष्ट बोर्डी और मावनी ग्रामों की सम्मिलित सीमा पर बिन्दु "ज" पर मिलती है।

ज-म रेखा दुधबोर्डी और साथेंगी ग्रामों की सम्मिलित सीमा के नाथ-नाथ जाती है और बिन्दु "म" पर मिलती है।

झ-त्र रेखा दुधबोर्डी ग्राम में प्लाट संख्याएँ 7/12, 7/1, 8/1, 15, 19/2-3, 68-69-70 और 71 से होकर जाती है और बिन्दु "त्र" पर मिलती है।

झ-ट रेखा दुधबोर्डी ग्राम में प्लाट संख्याएँ 74 और 75 से होकर जाती है और उसी ग्राम के प्लाट संख्याएँ 75 से बिन्दु "ट" पर मिलती है।

ट-ठ रेखा दुधबोर्डी ग्राम में प्लाट संख्याएँ 75 से होकर जाती है और फिर नीलगांव ग्राम में प्लाट संख्याएँ 1/1-2-3, 2/1, 3/2, 4/1, 5/2, 69-70, 69-70, 69-70, 69-71 69-71 से होकर ग्रामों 1 2 3 4-2 5-1 में जाती है और बिन्दु "ठ" पर मिलती है।

ठ-इ रेखा, नीलगांव ग्राम में प्लाट संख्याएँ 69-70, 60-70, 1 2

69-70, 69-71-69-71, 68, 68, 76, 76, 89, 89, 88, 3 4-3 5 1 1 2 1 2 3 3 1 90, 86, 91, 95, 92 से होकर जाती है और फिर बोर्याव ग्राम में 1-2

प्लाट संख्याएँ 25/1-2, 26, 105/2 98/2 के 98/1, 99/1-2, 97/1-2 से होकर जाती है और उसी ग्राम में प्लाट संख्याएँ 97/1-2 पर बिन्दु "इ" पर मिलती है।

इ-ह रेखा, बोर्याव ग्राम में प्लाट संख्याएँ 97/1-2, 26, 46/1-2, 84/1-2-3, 83, 82/1-2-3, 81, 79 से होकर जाती है और उसी ग्राम में प्लाट संख्याएँ 79, 77 और 78 की सम्मिलित सीमा पर बिन्दु "ह" पर मिलती है।

इ-ख रेखा, बोर्याव ग्राम में प्लाट संख्याएँ 77, 76, 46/1-2, 50/1, के के ग्राम-53, 50-51 से होकर जाती है और उसी ग्राम में प्लाट 3 संख्याएँ 53/1-50 में ग्रामस्थि बिन्दु "ख" पर मिलती है। 1 के-प्रैच-

[म. 43019/12/84-सी. ए.]
ममय भिन्ह, अवर सचिव

New Delhi, the 6th January, 1986

S.O. 159 --Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 204 dated the 30th December, 1983, published in the Gazette of India, dated 1st January, 1984 under sub-section(1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule annexed to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid and after consulting the Government of Maharashtra, is satisfied that;

(a) the lands measuring 241.39 hectares (approximately) or 596.49 acres (approximately) described in Schedule 'A' appended hereto; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 472.97 hectares (approximately) or 1168.73 acres (approximately) described in Schedule 'B' appended hereto;

should be acquired.

Now, therefore, in exercise of the powers conferred by subsection(1) of section 9 of the said Act, the Central Government hereby declares that,

SCHEDULE 'A'
SAOWER BLOCK (NAGPUR AREA)
DISTRICT NAGPUR (MAHARASHTRA)

| Sl. No. | Village Patwari Saza/ circle No. | Tehsil | District | Areas in hecatares | | Total | (Showing Land acquired). |
|------------|---|--------|------------|--------------------|-----------------|--------|--------------------------|
| | | | | Private land | Government land | | |
| 1. | Saoner | 34 | Saoner | Nagpur | 8.02 | 0.28 | 8.30 |
| 2. | Borgaon (Bujruk Dhote) | 31 | Kalmeshwar | " | — | 7.70 | 7.70 |
| 3. | Waghoda | 33 | " | " | 111.35 | 4.79 | 116.14 |
| 4. | Umari (Arole) | 33 | " | " | 104.40 | 4.85 | 109.25 |
| Total | | | | 223.77 | 17.62 | 241.39 | |

Total Area : 241.39 hectares (approximately)

OR 596 : 39 acres (approximately)

Plot numbers acquired in village Saoner:

644 (Part), 645 (Part), 739/1(Part), 739/4, 741-742-743(Part), 744/1 (Part), 744/2, 744/3 (Part), 745 (Part) and 746 (part). Plot numbers acquired in village Borgaon (Bujruk Dhote):

501/ K-Kh-53/1(Part)

Plot Numbers acquired in village Waghoda:

4/1(Part), 13/1(Part), 27(Part), 28(Part), 29 to 31, 32(Part), 33, 34/1(Part), 34/2(Part), 34/3, 34/4(Part), 34/5, 35, 36/1(Part), 36/2, 37/1, 37/2, 38, 39/1, 39/2, 40/1, 40/2, 41 to 46, 47/1, 47/2, 48/1, to 48/6, 49/1, 49/2, 50 to 52, 53/1 to 53/3, 54 to 59, 60/1 to 60/5, 61, 62 (Part) 63/1 (Part), 63/2(Part), 64-65/1(Part), 65/3(Part), 76/1 to 76/3, 76/4 76/4(Part) 76/5, 76/6(Part), 76/7 (Part), 76/8, 76/9(Part), 76/10) (Part), 84 (Part), 85(part), 86 (Part), 87/1, 87/2, 88, 89, 90/1 to 90/3, 91, 92/1, 92/2-4, 92/3, 93, 94/1-2, 94/3, 94/4, 95, 96, 97/1, 97/2, 98/1 to 98/4, 99, 100, 101/1, 101/2, 102/1, 102/2, 103/1, 103/2, 104 to 107, 108/1(Part), 108/2(Part), 108/3, 108/4, 108/5(Part), 108/6, 109(Part), 110/1 and 110/2 (Part).

Plot numbers acquired in village Umari (Arole):

33(Part), 33/1-2(Part), 56/1(Part), 56/2, 58/1 to 58/5, 58/6(Part), 58/7(Part), 59/1, 59/2, 60/1, 60/2, 61(Part), 62(Part), 63, 64/2 81/2(Part) 64/1, 65/1, 65/2-65/3(Part), 66/1 (Part), 66/2(Part), 67/3(Part), 68/3-82/2(Part), 79/2(Part), 79/3(Part), 80/1-2(Part) 80/4(Part), 80/5(Part), 80/6, 80/7(Part), 80/9, 80/10, 81/K-81/3K-83/1-81/9-81/10, 81/1, 81/2, 81/3, 81/4, 81/5, 81/6 (Part), 81/7(Part), 81/8(Part), 83/1, 83/2, 83/3(Part), 84/1, 85/1, 85/2-87/1, 86/1, 3, 4, 5, 86/2, 87/2, 88/1, to 88/3, 89/1 to 5 89/6, 90/1, 91/2, 91 (Part), 91/1-92/3, 92/1, 93/1, to 93/3, 94/1(Part), 94/2 (Part), 95(Part), 96-97 (Part), 98 (Part), 100/3(Part), 100/, 101(Part) 102(Part), 103, 104/1 to 104/6, 105/1, to 4, 106, 107, 108/1 to 108/4, 109, 110/1, 110/2, 111/1, 111/2, 112/1 to 112/4

(a) the lands measuring 241.39 hectares (approximately) or 596.49 acres (approximately) described in the said Schedule 'A'; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 472.97 hectares (approximately) or 1168.73 acres (approximately) described in the said Schedule 'B';

are hereby acquired.

The plan bearing No. C-I(F)/III/FR/79 dated 16-3-84 of the area covered by this notification to be inspected in the office of the Collector, Nagpur (Maharashtra) or in the Office of the Coal Controller, I, Council House Street, Calcutta or in the Office of the Western Coalfields Limited, (Revenue Section), Coal Estate, Civil Lines Nagpur-44001 (Maharashtra)

113/1, 113/2, 114, 115, 116/1-117/1, 116/2-117/2, 116/3-117/3, 118(Part), 119/1(Part), 119/2, 119/3(Part), 119(4), 1.0 and 121/2(part).

Boundary Description:

A-B Line passes partly through village Waghoda in plot numbers 27, 65/3, 65/1-64, 63/2, 63, 76/7, 76/6, 76/10, 76/4, 76/97 84, 85, 86, 103/1, 103/2, 108/5, 109, 110/2 and partly through village Borgaon in plot number 50/1 K-Kh-53/1 and meets in the same plot at point 'B'.

B-C Line passes partly through village Borgaon in plot number 50/1K-Kh-53/1, partly along the common boundary of village Borgaon and Waghoda and then proceeds through village Umari in plot numbers 121/2, 119/3, 119/1, 118, 80/7, 80/4, 80/1-2, 80/5, 79/3, 79/2, 81/6, 81/7, 81/8, 83/3, 68/3-82/2, 64/2-84/2, 67/3, 66/2, 66/1, 65/2-65/3 and then through village Saoner in plot numbers 745 and 746 and meets on the common boundary of plot numbers 746 and 736 of village Saoner at point 'C'.

C-D Line passes through village Saoner in plot numbers 746, 741-742-743, 744/3, 744/1, 739/1, 645 and 644 and meets in plot number 614 of the same village at point 'L'.

D-A Line passes partly through village Saoner in plot 644, partly through village Umari in plot numbers 56/1, 58/6, 58/7, 61, 62, 91, 94/1, 94/2, 95, 96-97, 98, 100/3, 101, 102, 38/1-2, 33 and partly through village Waghoda in plot numbers 36/1, 4/1, 34/1, 34/2, 34/3, 34/4, 34/5, 34/6, 34/7, 34/8, 34/9, 34/10, 34/11, 34/12, 34/13, 34/14, 34/15, 34/16, 34/17, 34/18, 34/19, 34/20, 34/21, 34/22, 34/23, 34/24, 34/25, 34/26, 34/27, 34/28, 34/29, 34/30, 34/31, 34/32, 34/33, 34/34, 34/35, 34/36, 34/37, 34/38, 34/39, 34/40, 34/41, 34/42, 34/43, 34/44, 34/45, 34/46, 34/47, 34/48, 34/49, 34/50, 34/51, 34/52, 34/53, 34/54, 34/55, 34/56, 34/57, 34/58, 34/59, 34/60, 34/61, 34/62, 34/63, 34/64, 34/65, 34/66, 34/67, 34/68, 34/69, 34/70, 34/71, 34/72, 34/73, 34/74, 34/75, 34/76, 34/77, 34/78, 34/79, 34/80, 34/81, 34/82, 34/83, 34/84, 34/85, 34/86, 34/87, 34/88, 34/89, 34/90, 34/91, 34/92, 34/93, 34/94, 34/95, 34/96, 34/97, 34/98, 34/99, 34/100, 34/101, 34/102, 34/103, 34/104, 34/105, 34/106, 34/107, 34/108, 34/109, 34/110, 34/111, 34/112, 34/113, 34/114, 34/115, 34/116, 34/117, 34/118, 34/119, 34/120, 34/121, 34/122, 34/123, 34/124, 34/125, 34/126, 34/127, 34/128, 34/129, 34/130, 34/131, 34/132, 34/133, 34/134, 34/135, 34/136, 34/137, 34/138, 34/139, 34/140, 34/141, 34/142, 34/143, 34/144, 34/145, 34/146, 34/147, 34/148, 34/149, 34/150, 34/151, 34/152, 34/153, 34/154, 34/155, 34/156, 34/157, 34/158, 34/159, 34/160, 34/161, 34/162, 34/163, 34/164, 34/165, 34/166, 34/167, 34/168, 34/169, 34/170, 34/171, 34/172, 34/173, 34/174, 34/175, 34/176, 34/177, 34/178, 34/179, 34/180, 34/181, 34/182, 34/183, 34/184, 34/185, 34/186, 34/187, 34/188, 34/189, 34/190, 34/191, 34/192, 34/193, 34/194, 34/195, 34/196, 34/197, 34/198, 34/199, 34/200, 34/201, 34/202, 34/203, 34/204, 34/205, 34/206, 34/207, 34/208, 34/209, 34/210, 34/211, 34/212, 34/213, 34/214, 34/215, 34/216, 34/217, 34/218, 34/219, 34/220, 34/221, 34/222, 34/223, 34/224, 34/225, 34/226, 34/227, 34/228, 34/229, 34/230, 34/231, 34/232, 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SCHEDULE 'B'
SAONER BLOCK (NAGPUR AREA)
DISTRICT NAGPUR (MAHARASHTRA)

MINING RIGHTS

| Sl. No. | Village | Palwari Saza/ Circle No. | Tehsil | District | Area in hectares | | Total | Remarks |
|---------------------------|---------|-----------------------------|--------|----------|------------------|-----------------|--------|---------|
| | | | | | Private land | Government land | | |
| 1. Saoner | 34 | Saoner | Nagpur | | 188.17 | 5.27 | 193.94 | Part |
| 2. Borgaon (Bujruk Dhole) | 31 | Kalmeshwar | .. | | 86.53 | 53.14 | 139.67 | Part |
| 3. Umari (Arole) | 33 | " | " | | 36.05 | 1.21 | 37.26 | Part |
| 4. Nilgaon | 31 | " | " | | 55.95 | 0.30 | 56.25 | Part |
| 5. DUDH BORDI (Lodhi) | 10 | " | " | | 17.50 | 28.85 | 46.35 | Part |
| Total : | | | | | 384.20 | 88.77 | 472.97 | |

Total Area : 472.97 hectares (approximately)

OR 1168.73 acres (approximately)

Plot numbers acquired in village Saoner:

511/2, 51, 151/2, 1, 10/1-1, 151/1(Part), 647, 648(Part), 649(Part), 650-651, 651/2, 652/1, 653, 654/2(Part), 654/3(Part), 655(Part), 656/1 to 656/3, 657/1, 657/2, 658, 659, 660(Part), 661(Part), 663(Part), 666(Part), 667/1(Part), 667/2(Part), 669(Part), 685(Part), 686(Part), 787/1, 687/2(Part), 688, 689-690/2, 690/1, 691, 692(Part), 693(Part), 694-695(Part), 696(Part), 697/2(Part), 697/3, 697/4, 697/6(Part), 698(Part), 699, 700/1, 700/1, 701/1, 701/2, 703/1(Part), 704/1(Part), 704/2-705, 706, 707-715/1, 708, 709/1, to 709/3, 710, 711/1, 711/2, 711/3-712/1, 711/4, 711/5, 712/1, 59, 712/4, 713-714, 715/2, 716, 717/1, 717/2, 718/1-3, 718/2, 718/4, to 718/8, 719 to 722, 723/1-2, 724, 725/1, 725/2, 726/1, 726/2, 727 to 730, 731/2, 732/1 to 732/3, 733, 734/1, to 734/3, 735/1, 735/2, 736, 737/1, 737/2, 738/1, 738/2, 739/1(Part), 739/2, 739/3, 739/5, 740, 741-742-743(Part), 744/1(Part), 744/3(Part), 745(Part), 746 (Part), 747, 748/1, 748/2, 749/1, 749/2, 750 to 752, 753/1, 753/2, 754/1, 754/2, 755/1, 755/2, 755/3-756, 757/1, 757/2, 758 to 774, 755/1, 755/2, 776, 777/1-778/1-779/2, 777/2-778/2, 779/1 and 779/3.

Plot numbers acquired in village Borgaon (Bujruk Dhole):

1 to 5, 6/1-2, 7/1, 7/2, 8/1-2, 9 to 14, 15/1, 15/2, 16/1-31/4, 16/2, 17/1 to 17/13, 18-19, 20, 21/1 to 6, 22/1-2, 23, 24/1 to 3, 25/1-2(Part), 26(Part), 27/1 to, 27/3, 28/1, 28/2, 28/3, 28/4-5 28-30, 31/1-2-3-7, 31/5-6, 32/1 to 37/4, 33, 34, 35/1K, 35/1Kh, G, 35/2, 36, 37/1 to 4, 38/1 to 38/4, 39 to 43, 44/1 to 4-45/1, 44/5-6, 45/2-4-5, 45/3, 45/1 -2(Part), 47, 48-49-50/2, 50/1K-Kh-53/1(Part), 50/3(Part), 51-52(Part), 76(Part), 77(Part), 79(Part), 80-81(Part), 82/1-2-3(Part), 83(Part), 84/1-2-3(Part), 97/1-2(Part), 93/1(Part), 98/2K (Part), 99/1-2(Part) and 105/2(Part).

Plot numbers acquired in village Umari (Arole):

64/2-8 1/2(Part), 65/2-3(Part), 66/1(Part), 66/2(Part), 67/1, 67/2, 67/3(Part), 67/4, 68/3-82/2(Part), 68/1-82/1, 68/2, 69, 70/1-2, 71 to 73, 74/1 to 74/3, 75, 76, 77/1-77/2, 78/1, 78/2, 79/1, 79/2(Part), 79/3(Part), 79/4 to 79/6, 80/1-2(Part), 80/3, 81/1(Part), 82/5(Part), 80/7(Part), 80/3, 81/6(Part), 81/7(Part), 81/8(Part), 82/3(Part), 118(Part), 119/1(Part), 119/3(Part), 121/1, 121/2(Part), and 121/3.

Plot numbers acquired in village Nilgaon

1/1-2-3(Part), 2/1(Part), 3/2(Part), 4/1(Part), 58/2(Part), 68/1(Part), 68/2(Part), 69/1-70/1-69/2-70/2-69/3-70/3-69/5-71/1-69/4-71/2(Part), 72/1-73/1, 72/2-73/2, 74/1, 74/2, 74/3-4, 74/5, to 74/3, 75/1, to 75/3, 76/1(Part), 76/2(Part), 76/3(Part), 77/1, 77/2-77/7, 77/3-77/5, 77/4, 77/5-77/8, 78/1, 78/2, 79/1 to 79/3, 8/1, 81/1 to 81/4, 82, 83, 84/1-84/2, 85/1, 85/2, 86(Part), 87, 88/2(Part), 89/1(Part), 89/2, 89/3(Part), 90/1-2(Part), 91(Part), 92(Part) and 95(Part).

Plot numbers acquired in village DUDH BORDI(Lodhi):

6/1(Part), 7/1(Part), 7/4(Part), 7/11(Part), 7/12(Part), 8/1(Part), 15(Part), 16/1-19/1-19/4 (Part), 17-18, 19/2-3(Part), 68(Part), 69-70 (Part), 71(Part), 72, 73, 74(Part), and 75 (Part).

Boundary Description:

B-C As per boundary description for All Rights Area.

C-E Line Passes along the boundary C-D of All Rights Area, through village Saoner in plot numbers 746, 741-742-743, 744/3, 744/1, 739/1, 645, 644 and meets in plot number 644 at point 'E'.

E-F Line passes through village Saoner in plot numbers, 644, 646/1, 646/2, 648, 649, 654/2, 654/3, 655, 661, 660, 663, 666, 667/2, 667/1, and meets in plot number 667/1 at point 'F'.

F-G Line passes through village Saoner in plot numbers 667/1, 669, 693, 694-95, 696, 697/6, 697/2, 698 and then along the common boundary of plot numbers 701/2 and 702 and meets at point 'G'.

G-H Line passes partly through village Saoner in plot numbers 704/1, 703/1, 692, 687/2, 686, 685 then proceeds through village DUDH BORDI in plot numbers 19/2 3, 16/1-19/1-99/4, 15, 8/1, 6/1, 7/4, 7/11, 7/12 and meets on the common boundary of villages DUDH BORDI and Saongi at point 'H'.

H-I Line passes along the common boundary of villages DUDH BORDI and Saongi and meets at point 'I'.

I-J Line passes through village DUDH BORDI in plot numbers 7/12, 7/1, 8/1, 15, 69/2-3, 68, 19-70 and 71 and meets at point 'J'.

J-K Line passes through village DUDH BORDI in plot numbers 74 and 75 and meets in plot number 75 of the same village at point 'K'.

K-L Line passes through village DUDH BORDI in plot number 75 and then proceeds through village Nilgaon in plot numbers 1/1-2-3, 2/1, 3/2, 4/1, 58/2, 69/70/1 69-70/2 69-70/3, 69-71/4-2, 69-71/5/1 and meets at point 'L'.

L-M Line passes through village Nilgaon in plot numbers 69-70/1, 69-70/2, 69-70/3, 69-71/4/2, 69-71/5/1, 68/1, 68/2, 76/1, 76/2, 76/3, 89/3, 89/1, 88, 90/1-2, 86, 91, 95, 92 and then proceeds through village Borgaon in plot numbers 25/1-2, 26, 105/2, 98/2K, 98/1, 99/1-2, 97/1-2 and meets in the same village in plot number 97/1-2 at point 'M'.

M-N Line passes through village Borgaon in plot numbers 97/1-2, 26, 46/1-2, 84/1-2-3, 83, 82/1-2-3, 81, 79, and meets in the same village in the common boundary of plot numbers 79, 77 and 78 at point 'N'.

N-B Line passes through village Boigaon in plot numbers 77, 76, 46/1-2, 50/1K, Kh-53/1, 50/3, 51 and meets in the same village in plot numbers 53/1-50/1K, Kh at the starting point 'B'.

[No. 43019/12/84-CA]
SAMAY SINGH, Under Secy.

कल्याण मंत्रालय

नई दिल्ली, 9 दिसम्बर, 1985

का. आ. 160—केन्द्रीय गवर्नर, रजिस्टरा (मंध के शामकाय प्रयोजनों के लिए प्रयोग नियम, 1976 के (नियम 10 के उप नियम (4) के अनुसरण में "केन्द्रीय मानविक विकास नियम, भिन्नदरवाद" को, जिसके 80 प्रतिशत कर्मचारी वृद्धि ने हिन्दी का कार्यशाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई. 11017/8/85 शिल्प]

एम. एम. साहनी, अवार मन्त्रिव

MINISTRY OF WELFARE

New Delhi, the 9th December, 1985

S.O. 160.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies National Institute of Mentally Handicapped, Secunderabad, the 80 per cent staff whereof have acquired a working knowledge of Hindi.

[No. E-11017/8/85-Hindi]
M. M. SAHNI, Under Secy.

दिल्ली विकास प्राधिकरण

नई दिल्ली, 9 जनवरी, 1986

का. प्रा. 161—दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा-57 की उपधारा (1) में प्रदत्त ज्ञातियों का प्रयोग करते हुए दिल्ली विकास प्राधिकरण एवं द्वारा केन्द्रीय सरकार की पूर्ण अनुमति से उक्त धारा के अनुच्छेद (एक) के अन्तर्गत निम्नलिखित विनियम बनाता है :—

अध्याय 1—सामान्य

1. मधिष्ठ शीर्षक लागू होना व ममार्गम (1) इन विनियमों को दिल्ली विकास प्राधिकारण (केन्द्रीय) विनियम, 1983 कहा जाए।

(2) ये विनियम समस्त संघ गज्ज भेज दिल्ली पर लागू होंगे।

(3) ये विनियम सरकारी गणराज्य में इनके प्रकाशन की तिथि से तक लागू हो जाएंगे।

2. परिमापाएँ (1) इन विनियमों में जब तक कि संदर्भ में प्रतिकूल ग्रामाय न हो :—

(प) "अधिनियम" में अधिप्राय दिल्ली विकास अधिनियम, 1957 (1957 का 61) से है;

(शो) "प्राधिकरण" एवं अधिप्राय अधिनियम की धारा 3 के अन्तर्गत गठित दिल्ली विकास प्राधिकरण से है।

(सा) "पूर्जीकृत मूल्य" से अधिप्राय भूमि, ग्रामना एवं मर्गीतरी के मूल्य से है जिस पर मर्गीकृत यूक्य योजना की तिथि से लागू अनुमति है।

(दी) "ताणिंजिक" ऐं अधिप्राय है जो विनियम से मर्गीकृत हो।

(ई) "मधम प्राप्तिसारो" ने अधिप्राय शिल्पी विकास प्राधिकरण से है।

(एफ) "जिवा केन्द्र" में अधिप्राय किसी नक्षे में दर्शाये गये जिला केन्द्र में हो आग जिम्मे उपनिवास केन्द्र भी सम्मिलित है।

(जी) "शनि कामगार फर्म जीवा" ऐं अधिप्राय वर्ग मोटरों में मापित उपभासक में है बुल डाक्टर फर्म को कुरा पश्चिम श्रीचंगोल श्रीचंगोल अम झेड़ा में विभागीय नक्षे पर प्राप्त होता है।

(एच) "मनों में मुआर" पर अधिप्राय अनसूची-3 में निलिखित मुआरों में है।

(फाई) "ग्रीवालिक" में अधिनाय है जो उद्दीग से मर्गीकृत है।

(जे) "क्युट पर्सों" ऐं अधिप्राय किसी भूमि या भवन का प्रयोग किसी धेन की मुद्रण योजना तथा अथवा देवीय विकास योजना के अनुमान त होने में है।

(के) "हनिकारक उद्योग" ऐं अधिप्राय ऐसे उद्योग से है जिनसे जीवन को घटाया हो जो धूम उत्पन्न करके, बाहर की ओर प्रवाहित होकर रक्तस्थल अथवा समस्ति को तुकमान पहुंचा सकते हो या जहां जलनशील सामग्री उत्पन्न की जाती हो अथवा भाड़ा के रूप में रखी जाती है।

(एल) "जोर कारक उद्योग" में अधिप्राय ऐसे उद्योग से है जो देश में या विद्युत गे, युधन में या गुनन में किसी की नुसारत, व्यवसा पहुंचाये थे उसे पर्याप्त कर दे अथवा विद्याम या निद्रा में व्यवधान पहुंचायें।

(एम) "पश्चीकृत रोगोंकार" में अधिप्राय अधिनियम जिसके अधीन कोई उद्योग चल रहा है, के अनुगार पश्चीकृत कामगारों को गंदा से है।

(एन) "रिहायशा" ऐं अधिप्राय है कि जो रिहायश से मर्गीकृत हो।

(ओ) "प्रायोग क्षेत्र" में अधिप्राय अनसूची-1 में निलिखित उपर्योगों की पर जारी में है।

2. कोई भी गद्द जो यहा गुप्तपत्रों में पारिभासित नहीं है, उसका वही अर्थ द्राया जैवा को मुख्य यात्रा में पारिभासित या उन्निक्रिय किया गया है।

अध्याय 2

3. निमित धोनों में स्वीकृतिवाना प्राधिकारी द्वारा अनुमत किये जाने भासे उपर्योगः निमित धोनों में स्वीकृतिवाना प्राधिकारी किसी प्रयोग धोन की धोकाय विकास योजना तैयार की भी है तो स्वीकृतिवाना प्राधिकारी द्वारा अनुमत उपर्योगों को भूमि उपर्योग गंवाई विकास योजना में भासीकृत कर लिया जाएगा।

4. स्वीकृतिवाना प्राधिकारी द्वारा/परन्तु जापानों को धोकाय विकास योजना में समाविष्ट करना जब कभी विसी निमित धोन की धोकाय विकास योजना तैयार की भी है तो स्वीकृतिवाना प्राधिकारी द्वारा अनुमत उपर्योगों को भूमि उपर्योग गंवाई विकास योजना में भासीकृत कर लिया जाएगा।

अध्याय 3

प्राप्त प्रयोगों का हटाना तथा कुछेक प्रयोगों का परिवर्तनः

5. प्रोटोटाइप अप्रृष्ट प्रयोग (विनियमक उद्योग) :—कोई भी व्यवसि या हानि विनियमक उद्योग नाम होने के तुलना पर्याप्त रूप से विसी भूमि या भवन।

को किसी हानिकारक उद्योग के चलाने के लिए प्रयोग कर रहा हो, उसे उस उद्योग को सीन वर्ष के भीतर किसी पुष्ट क्षेत्र में स्थानान्तरित करना होगा या कठिन अवधि की समाप्ति पर अपुष्ट प्रयोग को बन्द करना होगा :

परन्तु किसी भी व्यक्ति द्वारा "हानिकारक उद्योग" हेतु उस जोन में उत्तर भूमि या भवन का ऐसा अतिरिक्त अवधि हेतु जिन्होंने कि प्राधिकरण द्वारा उन्मार की जाए, प्रयोग जीर्णी रखना वैध माना जाएगा;

(ए) पंजाब मूल्य एक लाख रुपए से अधिक होने पर अनुसूची-2 के अन्तरार;

(बी) किसी अन्य मामले में हानिकारक उद्योगों की विशिष्ट प्रकृति को ध्यान में रखकर आधिकरण द्वारा तथ की जाने वाली उचित गति व निवारणों के आधार पर तथा समय-समय पर अपुष्ट प्रयोग हेतु किसी प्रकार निर्धारित दरों के अनुमार कर की वसूली करके अनुमति दी जाएगी।

6. अन्तिम उद्योग किसी औरकारक: किसी व्यक्ति द्वारा आहे योजना लागू होने के तुरन्त पहले से किसी भूमि या भवन को प्राधिकरण उद्योग को चलाने हेतु प्रयोग से लाया जा रहा हो सो उसे उस उद्योग को चलावर्ष के भावना योजना में निर्दिष्ट किसी पुष्ट क्षेत्र में स्थानान्तरित करना होगा या कठिन अवधि की समाप्ति पर अपुष्ट प्रयोग को बन्द करना होगा :

परन्तु किसी भी व्यक्ति द्वारा "ओरकारक" उद्योग हेतु उस जोन में उक्त भूमि या भवन का ऐसी अवधि हेतु जिन्होंने कि प्राधिकरण अनुमति कर, प्रयोग जारी रखना वैध माना जाएगा :-

(1) अनुसूची-2 के अनुमार परिकलन-पैमाने के आधार पर दस वर्ष की अवधि तर यदि--

(ए) विनियमों में उद्दृत उद्योग का पूँजीगत मूल्य उच्चतर है;

(बी) उद्योग का पंजीकृत अम अधिक है, तथा

(गो) विनियमों में उद्दृत उद्योग का प्रति कामार फर्श क्षेत्र अधिक है।

(2) किसी अन्य भागले में शोगवारक उद्योगों की विशिष्ट प्रकृति को ध्यान में रखकर प्राधिकरण द्वारा तथ की जाने वाली उचित गति व निवारणों के आधार पर तथा समय-समय पर अपुष्ट प्रयोग हेतु उसी प्रकार निर्धारित दरों के अनुमार कर की वसूली करके अनुमति दी जाएगी।

7. गो-रहित उद्योग: किसी व्यक्ति द्वारा आहे योजना लागू होने के तुरन्त पहले से किसी भूमि या भवन को शोग-रहित उद्योग को चलाने हेतु प्रयोग से लाया जा रहा है तो उस उद्योग को छह वर्ष के भीतर योजना में निर्दिष्ट किसी पुष्ट क्षेत्र में स्थानान्तरित करना होगा या कठिन अवधि की समाप्ति पर अपुष्ट प्रयोग को बन्द करना होगा :

परन्तु किसी भी व्यक्ति द्वारा 'गो-रहित उद्योग' हेतु उस जोन में उक्त भूमि या भवन का ऐसी अवधिकरण अवधि के लिए जिन्होंने कि प्राधिकरण अनुमति कर, प्रयोग जीर्णी रखना वैध माना जाएगा :-

(1) अनुसूची-2 के अनुगार परिकलन-पैमाने के आधार पर 20 वर्ष की अवधि तक, यदि --

(ए) विनियमों से उद्दृत उद्योग का पूँजीगत मूल्य उच्चतर है;

(बी) उद्योग का पंजीकृत अम अधिक है; तथा

(स) विनी अन्य मामले में उद्योग की विशिष्ट प्रकृति को ध्यान में रखकर प्राधिकरण द्वारा तथ की जाने वाली

उचित गति व निवारणों के आधार पर तथा समय-समय पर अपुष्ट प्रयोग हेतु इसी प्रकार निर्धारित दरों के अनुमार कर की वसूली करके अनुमति दी जाएगी।

8. औद्योगिक क्षेत्र में रिहायर्शी प्रयोग: रिहायर्शी अपुष्ट प्रयोग तथा इसका परिवर्तन किसी व्यक्ति द्वारा चाहे योजना लागू होने के तुरन्त पहले से किसी औद्योगिक प्रयोग वाले जोन में रिहायर्शी उद्देश्यों हेतु किसी भूमि या भवन का अपुष्ट प्रयोग के स्पष्ट में उपयोग किया जा रहा है तो वह उसको 10 वर्ष की अवधि तक जारी रख सकता है। परन्तु इस अवधि की समाप्ति पर उसे अपुष्ट प्रयोग को योजना में निर्दिष्ट किसी पुष्ट में स्थानान्तरित करना होगा।

परन्तु किसी भी व्यक्ति द्वारा उसी जोन में उक्त 10 वर्ष की निर्धारित अवधि के बाद भी अपुष्ट प्रयोग जारी रखा जाना उस अवस्था में वैध माना जाएगा, यदि वह अवित्त-न्याउट प्लान तथा अपुष्ट रूप में प्रयोग को जा रहा सुपर स्ट्रक्चर के संबंध में प्राधिकरण से अनुमोदन-प्राप्त कर लेता है।

9. वायिड्यक क्षेत्रों में रिहायर्शी प्रयोग: किसी व्यक्ति द्वारा चाहे योजना लागू होने के तुरन्त पहले से किसी वायिड्यक जोन में रिहायर्शी उद्देश्य हेतु किसी भूमि या भवन का अपुष्ट प्रयोग के स्पष्ट में उपयोग किया जा रहा हो तो वह उस प्रयोग को 10 वर्ष की अवधि तक जारी रख सकता है परन्तु इस अवधि की समाप्ति पर उसे अपुष्ट प्रयोग को योजना में निर्दिष्ट किसी पुष्ट क्षेत्र में स्थानान्तरित करना होगा।

परन्तु किसी भी व्यक्ति द्वारा उसी जोन में उक्त दस वर्ष की निर्धारित अवधि के पश्चात भी उक्त अपुष्ट प्रयोग जारी रखा जाना उस अवस्था में वैध माना जाएगा, यदि (ए) उस व्यक्ति ने लै-न्याउट प्लान तथा अपुष्ट रूप में प्रयोग को जा रहा सुपर स्ट्रक्चर के संबंध में प्राधिकरण से अनुमति प्राप्ति कर ली है।

(बी) प्राधिकरण लिखित रूप में दर्ज किये गये कारणों के आधार पर उस जोन में भवन को प्रथम तथा जारी मंजिल को रिहायर्शी प्रयोग हेतु प्रयोग में लाये जाने हेतु अनुमति दे सकता है।

10. सार्वजनिक मनोरंजनात्मक क्षेत्रों में रिहायर्शी प्रयोग: किसी भी व्यक्ति द्वारा चाहे योजना लागू होने के तुरन्त पहले से किसी सार्वजनिक मनोरंजनात्मक क्षेत्र वाले जोन में स्थित किसी भूमि या भवन का रिहायर्शी उद्देश्य हेतु अपुष्ट प्रयोग किया जा रहा हो तो वह उस भूमि या भवन के प्रयोग को जारी रख सकता वैध माना जाएगा। किसी गोव में स्थित हो जो 1 मियांवर, 1962 को अस्तित्व में था तथा अन्य सभ. मामलों में 10 वर्ष सक या ऐसी वडी हुई अवधि तक जो अनुमत मामले के विशिष्ट परिस्थितियों को ध्यान में रखते हुए प्राधिकरण द्वारा दी जाए।

11. औद्योगिक क्षेत्रों में वायिड्यक प्रयोग: औद्योगिक प्रयोग के जोन में वायिड्यक उद्देश्यों हेतु किसी भूमि या भवन को किसी व्यक्ति द्वारा :-

(ए) 10 वर्ष की अवधि तक उपयोग किया जा सकता है अन्तर्वेद्य प्राधिकरण से ऐसी भूमि या भवन के प्रयोग को वायिड्यक प्रयोग को परिवर्तित करने तथा लै-न्याउट प्लान और उस पर स्थित स्ट्रक्चर के संबंध में स्वीकृति प्राप्त कर लें; और

(बी) किसी अन्य मामले में ऐसी गति व नियमों के आधार पर प्रयोग किया जाएगा जैसा प्राधिकरण नय करें।

12. रिजायशी क्षेत्र में वाणिज्यिक प्रयोग:—रिजायशी प्रयोग के जौन में वाणिज्यिक उद्देश्य हेतु किसी भूमि या भवन को किसी विविध द्वारा—

(ए) 10 वर्ष की अवधि तक प्रयोग कर सकता है वर्षों उस जौन की क्षेत्र य विकास योजना में वह भूमि स्थानीय वाणिज्यिक क्षेत्र के रूप में निर्दिष्ट हो; यथा

(बी) किसी अन्य मामले में ऐसी गति व नियमों के आधार पर प्रयोग किया जाएगा जैसे प्राधिकरण तय करे।

13. सार्वजनिक एवं ग्राम-सार्वजनिक क्षेत्रों में विषम मनोरंजनात्मक भूमि भी गमिल है, में वाणिज्यिक प्रयोग:—सार्वजनिक एवं ग्राम-सार्वजनिक प्रयोग के जौन में जिसमें मनोरंजनात्मक जौन भी सम्मिलित है, में वाणिज्यिक उद्देश्य हेतु किसी भूमि या भवन को किसी विविध द्वारा:

(ए) 10 वर्ष तक की अवधि तक प्रयोग किया जा सकता है वर्षों उस जौन की क्षेत्रीय विकास योजना में वह भी स्थानीय वाणिज्यिक क्षेत्र के रूप में निर्दिष्ट हो; यथा

(बी) किसी अन्य मामले में ऐसी शर्तों व नियमों के आधार पर प्रयोग किया जाएगा जैसे प्राधिकरण तय करे।

14. अपुष्ट क्षेत्रों में सुधार एवं परिवर्तन:—किसी विविध द्वारा यदि योजना लागू होने के तुरन्त पहले से किसी मूल या भवन का प्रयोग उस जौन के सुधार या क्षेत्रीय विकास योजना के अनुरूप नहीं किया जा रहा हो और यदि वह उस भूमि या भवन पर संस्थापित मर्यादिये में सुधार या बदलाव करना चाहे तो उसे इसको इचाजत हाँपे बाबत ऐसे सुधार या बदलाव इन विनियमों को अनुमूल्य-3 में उल्लिखित मर्यादों के अनुरूप घात हो।

15. अस्थायी परिवर्तन:—कोई भी भूमि या भवन नशे में उसके निर्धारित प्रयोग से अस्थाया उद्देश्य हेतु अस्थाया रूप में एक संमिलित अवधि हेतु आवेदन प्रतिव एवं नारणों को लिखित रूप में एक संमिलित अवधि हेतु आवेदन प्राप्ति पर कारणों को लिखित रूप में दर्ज करते हुए प्रयोग में लाने हेतु अनुमत को जा सकता है जैसे किसी व्यावोगिक स्टेट के निर्माण के समय मजदूरों के रहने के लिये टैट्टों हेतु अस्थाया यदि विकासाधारण क्षेत्र में सम्पत्ति मानिक का इच्छा पर कृपि के प्रयोग को जारी रखने हेतु या विकासाधारण क्षेत्रों में ही भूमि के नक्शे में निर्धारित प्रयोग से अस्थाया किसी उद्देश्य हेतु अस्थाया प्रयोग हेतु उपयोग में लाना।

16. अनुकूल प्रयोग:—किसी जौन में किसी भूमि या भवन के प्रयोग को बैध माना जाएगा यदि वह भूमि संलग्न अनुमूल्य-4 में उल्लिखित विशेष प्राप्ति एवं संघर्ष के अनुरूप प्रयोग से विशेष प्रयोगों में से किसी एक प्रयोग हेतु निर्दिष्ट की गई हो।

17. विशेष प्राप्ति पर सक्षम प्राविकारी द्वारा यदि अनुमति दी जाए तो अनुकूल प्रयोग:—किसी जौन में किसी भूमि या भवन को यदि यहाँ अनुमूल्य-4 में उल्लिखित विशेष प्राप्ति एवं संघर्ष के अनुरूप सक्षम प्राविकारी द्वारा किसी भी उद्देश्य हेतु प्रयोग करने के लिये स्पष्टतः अनुमत कर दिया जाए तो उसे प्रयोग में आया जाना बंध माना जाएगा।

विनियम 1 (आ) के अनुसार अनुसूची-1

प्रयोग क्षेत्र

| 1 | 2 | 3 |
|-----------|---------|---|
| 1. आर-25 | रिहायशी | |
| 2. आर-50 | रिहायशी | |
| 3. आर-60 | रिजायशी | |
| 4. आर-75 | रिजायशी | |
| 5. आर-100 | रिहायशी | |
| 6. आर-125 | रिहायशी | |
| 7. आर-150 | रिहायशी | |
| 8. आर-200 | रिहायशी | |
| 9. आर-250 | रिहायशी | |

| 1 | 2 | 3 |
|------------|---|---|
| 10. ए-1 | | कृषि हरिस पट्टी |
| 11. ए-2 | | ग्रामीण |
| 12. सी-1 | | बुद्धा विषयन |
| 13. सी-2 | | गामाल्य व्यापार सभा वाणिज्यिक (कन्द्रीय तथा उप-कन्द्रीय व्यापार जिले, जिला केन्द्र) |
| 14. सी-3 | | धोक |
| 15. एम-1 | | फलेटिड फैट्टी |
| 16. एम-2 | | काय व अंगोगिक केन्द्र |
| 17. एम-3 | | विशेष उद्देश |
| 18. एम-4 | | हन्के उद्योग तथा मर्वित इड्डस्ट्री व्यापक विनिर्माण |
| 19. एम-5 | | निक्कपणात्मक उद्योग, उत्कृष्णन, इंट-मट्टे, पल्यर-फैशन इत्यादि। |
| 20. एम-6 | | गोदाम, भण्डारण तथा बिली। मनोरंजनात्मक। |
| 21. उम्म्. | | सार्वजनिक एवं ग्राम-सार्वजनिक मुविधाएँ। |
| 22. सी | | |
| 23. पी | | |
| 24. एफ | | |

विनियम 5 से 7 के अनुसार अनुसूची-2

अपुष्ट प्रयोगों हेतु समय-सारिणी

ओंगोगिक प्रयोग:

| विनियम काल की स्थिति | हानिकारक | शोरकारक | शोरकारक |
|--|-------------|-------------|-------------|
| | उद्योग | उद्योग- | उद्योग |
| | वर्ष संख्या | वर्ष संख्या | वर्ष संख्या |
| वे उद्योग जहाँ पंजीकृत कर्मचारी मंड्या 1 से 19 हैं | 1 | 2 | 3 |
| और प्रति कामगार कर्मचारी | | | 4 |
| 50 वर्ष कृप्त या उससे कम हैं | | | 6 |
| और पूंजीगत मूल्य एक लाख से कम है। | 3 | 4 | |
| पंजीकृत कर्मचारीयों की संख्या 20 से 99 के बीच है (अनिवार्य वर्ष) | — | 1 | 2 |
| पंजीकृत कर्मचारीयों की संख्या 100 या उससे अधिक है (अतिरिक्त वर्ष) | — | 1 | 2 |
| प्रति कामगार कर्मचारी की उपलब्धता 51 से 100 वर्ष कृप्त है (अनिवार्य वर्ष) | — | 1 | 2 |
| प्रति कामगार कर्मचारी की उपलब्धता 100 वर्ष कृप्त से ऊपर है (अतिरिक्त वर्ष) | — | 1 | 2 |
| पूंजीगत मूल्य यारि एक से बढ़ गये के बीच है (अतिरिक्त वर्ष) | — | 1 | 2 |

| 1 | 2 | 3 | 4 |
|--|---|----|----|
| पूरीगत मूल्य यदि पांच साल से ऊर है (असिरिक बर्च) | 1 | 1 | 4 |
| अधिकतम बर्च संख्या | 5 | 10 | 20 |
| | | | |

नोट:—1. सारिणी में दर्ज प्रत्येक संख्या पर ममय वर्षाया गया है जो सारिणी में प्रस्तुत ऋम का समुक्षबोधक है।

2. सारिणी में दर्ज रोजगार उस उद्योग हेतु है जो ऊर्जा का प्रयोग कर रहा है। जिन उद्योगों में ऊर्जा प्रयुक्त नहीं होती वहाँ रोजगार की संख्या तुगानी मानी जाएगी।

विनियम 14 के अनुसार अनुसूची-3:

भवन तथा मर्मीनरी में अनुमति के अनुसार मुद्धार करना।

1. वर्तमान पावर प्लान्ट तथा वर्कशेप और अन्य अनुपायिक विभाग जो गोजूदा उपकरण की क्रियाकलापों के चलते रहने से जुड़े हैं, वी उत्पादकता, दक्षता तथा मितव्ययता में बढ़िए करने हेतु किसी भी प्रकार से भरमत, तबदीली, आवृत्तिकरण या मुद्धार करना।

2. उस भवन को किसी भी प्रकार से पुनर्गठित करना, उसमें परिवर्तन करना या उसकी मरम्मत करना, जिसमें उक्त संयंक एवं उपकरण स्थित हैं।

3. किसी भी वर्तमान कार्यालय भवन, रिहायशी, आवास, मुविद्धाओं द्वारों, टंकियों, फ्लॉट्समों, कूओं, सड़कों, नालियों तथा अन्य स्ट्रैक्चरों में वर्तमान उत्पादन सम्बन्धी क्रियाओं की दक्षता, उत्पादकता तथा मितव्ययता को बनाये रखने तथा उसमें मुद्धार करने के उद्देश्य से परिवर्तन, पुनर्गठन, बद्दाबा तथा परिवर्द्धन करना।

4. औद्योगिक भूखण्ड पर गोपाल का पुनर्निर्माण या मरम्मत, परिवर्तन करना, कार्बो माल, मर्मीनरी कल्पनाओं, परिष्कृत उत्पादों, भवन सामग्री इत्यादि को द्वेर के रूप में रखना।

विनियम 16 के अनुसार अनुसूची-4

| कम सं. प्रयोग क्षेत्र | | |
|-------------------------------|---|---|
| 1 | 2 | 3 |
| 1. 1 से 3 आर-25, आर-50, आर-60 | रिहायशी मकान, बाल बाड़ियाँ, किन्डर गार्डन तथा स्कूल किनिक्स, सामाजिक तथा मान्दुनिक सम्पादन क्रियाएं जिनमें पर्याप्त पार्किंग सुविधा हो ; सर्विस व स्टोरेज याईस को छोड़कर जन मुविधाएं तथा इमारतें अवायिकियक कार्बन, कृषि बागान, नर्सरियाँ और ग्रीन हाऊसमिज तथा पट्टीमवनी, मनोरंजनात्मक प्रयोग जिनमें कल्यान तथा अन्य अद्वामार्जनिक प्रयोग मनोरंजनात्मक प्रयोग मनोरंजनिक है ; महाप्रयोग जो रिहायशी प्रयोग पर साठन : अनुपायिक है (बुद्धा दुकानों व सेवा प्रयोगों को छोड़ दें) तथा वे शोर या छनरा : अपन न करने हों। | |
| 8. 13-मी-2 | | |
| 9. 14-मी-3 | | |

1 2 3
2. 4 से 6 आर-75, आर-100 आर-25 से आर-60 तक के आर-125

3. 7 से 8 आर-150, आर-200

4. 9: आर-250

5. 10 :-1

6. 11 ए-2

7. 12 सी-1

8. 13-मी-2

9. 14-मी-3

आर-75 प्रयोग क्षेत्र में सभी प्रयोग अनुमत है।

आर-200 प्रयोग क्षेत्र में सभी प्रयोग अनुमत है।

कृषि, उत्पादन, कल-वाटिका तथा मडजी कार्म जिनके कार्म व्लाट का कम में कम आकार 1 हैट, है, मूर्ती, डेरी तथा अन्य पर्याधन कार्म और उनकी सह इमारतें तथा 2 हैट, की न्यू-नतम भूखण्ड क्षेत्र सीमा में आने वाले प्रयोग ; शूमि प्रयोग नक्शों में वर्णित या वर्णित प्रयोग जैसे शहरी गोब, इट भट्टे तथा 1981 की शहरी-कृषि सीमा से आधा मील से बाहर 8 फुट की गार्ड तक मिट्टी निकालना।

कृषि हरित पट्टी प्रयोग क्षेत्र में सभी प्रयोग अनुमत है।

बुद्धा दुकानें, व्यापार एवं व्यावसायिक कार्यालय, सर्विस व्यूज जैसे बारबर, टेलर, लांडरी तथा ड्राईविनीनर्स की दुकानें इत्यादि, रेस्टर्न तथा भनेविनोद स्थल, रिहायशी मकान, सामाजिक व कल्याण संस्था बगते वे प्रथम तथा अपरी मंजिनों पर स्थित हों, यक्कानिकम, मांग-मछली तथा फल बाजार, वैष्णव बुद्धा व्यापार हेतु छत वाले भण्डारगृह, सार्वजनिक एवं अद्वामार्जनिक मनोरंजनात्मक प्रयोग जनसुविधाएं व डमारते। सभी प्रयोगों हेतु अपेक्षित पार्किंग क्षेत्र अवश्य अनुमोदित किया जाना चाहिए।

मी-1 प्रयोग क्षेत्र में सभी प्रयोग अनुमत है, होम्टन व बोंडिंग हाऊस, गेस्ट हाऊस तथा होटल, कानेज स्कूल, अनुसंधान संस्थान, सर्विस गैरेज, गोदाम और डके भण्डार गृह, व्यावसाय एवं वैश्वीय सरकारी कार्यालय भी जिसमें शामिल है। सभी प्रयोगों हेतु अपेक्षित पार्किंग क्षेत्र अनुमोदित अवश्य किया जाना चाहिए।

योक्त य बुद्धा दुकानें, बिणिट प्रतिबन्ध को छापकर योक्त व्यापार हेतु भाडाओं गृह, व्यापारिक कार्यालय, रेस्टर्न तथा रिहायशी बगते वे प्रथम एवं

1 15 एम-१

आगे मजिलों में शिख हों, जनगुविधाएँ यथा भवन गांधी गंधी उद्देश्यों हेतु प्रोहित व अनलीडिंग आवश्यकताओं पर आवश्यक अनुमोदित किया जाना चाहिए।

10 15 एम-१

निदर्शी सूची में उल्लिखित कार्य-निष्पत्ति मानकों से गद्‌ग पुष्ट उद्योग जो अविशय उत्तक न हों या बृणित शोर, कम्पन, धूमों, गैस-धूम, गच्छ, धूम, अपगामी ऊप में या अन्य आपत्तिजनक स्थान में उत्पन्न त करें और जहां उर्जा आलिन दशा में २० से अधिक और उत्तराहित संचालन की वजा में ५० अवधि नियोजित हों, उद्योग हेतु भण्डार गृह हों। मधी प्रयोगों हेतु जन-मुविधाएँ तथा इमारतें, पाकिंग, लोडिंग अनलीडिंग की प्रयोगाओं को आवश्यक अनुमोदित किया जाना चाहिए।

11. 16 एम-२

एम-१ प्रयोग शेक्तानुसार

12. 17 एम-३

एम-१ प्रयोग शेक्तानुसार

13. 18 एम-४

एम-१, एम-२ तथा एम-३ प्रयोग क्षेत्रों में अनुपम सभी उद्योग तथा उद्योगों की सूची में उल्लिखित अन्य उद्योग जहां उर्जा आलिन दशा में ५० से अनधिक तथा उर्जा रहित दशा में १०० अवधि नियोजित हैं; सर्विस उद्योग गोदाम, भण्डार गृह, जन-मुविधाएँ तथा घरार्ट्स तथा किसी वर्तमान कृषि भूमि का जब तक कि विकास कार्य हेतु उपकी आवश्यकता न हो कृषि प्रयोग करता। पाकिंग, लोडिंग तथा अनलीडिंग क्षेत्र सम्बद्धी अपेक्षाएँ सभी प्रयोगों हेतु अनुमोदित आवश्यकीय की जानी चाहिए।

14. 19 एम-५

एम-४ प्रयोग क्षेत्र में अनुपम सभी प्रयोग।

15. 20 एम-६

कंपाइ, मिट्टी, रेत इत्यादि हठाना, खनिज निकालना सक्षम प्राधिकारी द्वारा चाहे इस सम्बन्ध में कैसी भी शर्तें लगाई नहीं हों, कृषि एवं कृषि के अनुपागिक प्रयोग।

16. 21 इम्बू.

अनुपम तथा अनुवन्नणील वस्तुओं हेतु गोदाम, भण्डार तथा हिपो और अनुपागिक प्रयोग पाकिंग

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17. 22 जी

18. 23 जी

19. 24 एफ

प्रोडिंग व अन-लीडिंग क्षेत्र सम्बद्धी अपेक्षाओं का सभी प्रयोगों हेतु अनुमोदित किया जाना चाहिए।

स्थानीय राज्य व केंद्रीय सरकारी कार्यालय तथा सुरक्षा उद्योगों हेतु प्रयोग, अनुमंधान मंस्थान, साम-जिक एवं गाल्कातिक संस्थान, बस व रेत याकी डिस्ट्रिक्ट, जन-मुविधाएँ व इम रत्ने, स्थानीय मूलिमिल मुविधाएँ, सरकारी कार्यालयों में अनुपागिक प्रयोग तथा उत्क प्रयोगार्थ पाकिंग अपेक्षाओं को अनुमोदित आवश्यकीय किया जाना चाहिए।

समस्त सार्वजनिक एवं अर्द्ध-सार्वजनिक मनोरंजनात्मक प्रयोग जिसमें पाक, खेत के नीदान, पाक पगड़न्हियों तथा मूल्य पक्ष विशेष मनोरंजनात्मक क्षेत्र व प्रौद्योगिक एवं मनोरंजनात्मक क्षेत्र, बस नद्य रेल याकी डिस्ट्रिक्ट तथा कार पाकिंग क्षेत्र। सभी सामनों में पाकिंग क्षेत्र की आवश्यकता को अनुपम अनुमोदित किया जाना चाहिए। स्थानीय तथा क्षेत्रीय मूलिमिल कार्यालय; प्रौद्योगिक तथा अनुमंधान मंस्थान, सामाजिक एवं सार्वजनिक मंस्थान, स्थानीय वार्षिक संस्थान; स्थानीय मूलिमिल तथा सामुदायिक मुविधाएँ, जन-मुविधाएँ तथा इमारतें, रेडियो डॉस्मीटर तथा दायरलैस म्टेशन्स; इमारतें व कारिस्तान। भभी सामनों में पाकिंग क्षेत्र की आवश्यकता का अनुमोदित आवश्यक होना चाहिए।

त्रिमितम् - 17 के अनुमार अनुमूल्य-५

विशेष अपील के प्रतिवर्त अनुमेय प्रयोग

कम प्रयोग क्षेत्र सक्षम प्राधिकारी द्वारा विशेष अपील के प्रतिवर्त अनुमेय प्रयोग।

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1. १ से ३ मंदिर, मस्जिद, गिरजाघर, तथा पूजा के अन्य स्थल, कारोबार संबंधी कार्यालय या गृह स्थित भूमि, परस्तु वे उसी गिरायशी इकाई में स्थित हों जिसका मालिक व कारोबारी आदमी या आरती हों या वे उसी स्थानीय बाजार में स्थित हों, वाणिज्यिक कार्यालय सर्विस प्रयोग के रूप में हों तथा पड़ोम के सदृश में बुद्धरा दुकानों के रूप में यदि वे स्थानीय बाजार या कंप्रीकृत जगहों में या लैदार किये जाते समय क्षेत्रीय बाजार में दर्शाये गये हों, बोर्डिंग हॉटेल, गैस्ट हॉटेल, होटल्स तथा नोटिंग हॉटेल एंड मोटेल, (बिन्डिंग म्टेइंडर्स नेपूलेसन्स, १९७२ द्वारा यादिन होते हैं) अस्पताल, सेटोस्या - जो कि किसी संकालनक रोगों या मानसिक रोगियों में संबंधित न हों, भूमि का

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पटान व पिछवाड़ा इन प्रकार का न हो कि गमीपती गिर्हायशी धेत्रों को कोई अधिकान होता है, काने तथा अनुभान सम्मान जगं विद्वीं की जाने वाली वस्तुओं वा सामग्रियों का उत्पादन न होता हो तथा कोई गोरन पैदा हो और भवन का कोई भाग भूखड़ रेत्रा में 50 फुट से कम दूरी पर स्थित न हो, स्मृतिमित, रात्रि व केन्द्रीय नरकारी कार्यालय, प्रवाणिग्रिह व दृष्टियों हेतु मुर्गी या पशु-फार्म बनाना — वर्षों वह जगह जहाँ कि पक्षियों या पशुओं को रखा गया है, किमी रिहायश या सम्पत्ति से 50 फुट दूर हो, त्थल के विकासार्थ कंकण, मिट्टी रेत या पत्थर को हटाने से ऐसी स्थित उत्पन्न न हो कि वहाँ पानी खड़ा हो जाए या किसी प्रकार का शोर उत्पन्न हो, वस डिपो, रेलवे याकी स्टेशन एवं माल-झाई के घूमे, सड़कों पर पैट्रोल प्रदायों स्टेशन या 100 फुट या इसमें ऊपर का मार्गालिकार सर्विस एवं भण्डारण प्रांगण, टैक्सी, स्कूटर स्टेप्स, बरेली उद्योग (सूची परिणाम "ए" पर प्रस्तुत)

2. 4 से 6 आर-25 से आर-60 प्रयोग धेत्रों में सभी प्रयोग अनुमेय हैं।

आर-75

आर-100

आर-125

3. 7 से 8 आर-75 से आर-125 धेत्रों में सभी प्रयोग अनुमेय हैं।

आर-150

आर-200

4. 9 आर-250 आर 200 प्रयोग धेत्रों में सभी प्रयोग अनुमेय है।

5. 10ए-1 पूजा अवि के स्थल, स्कूल; पुस्तकालय, शैक्षणिक एवं सांस्कृतिक भवन, पार्क तथा अन्य मार्ग जनिक एवं घट्ठ-सार्वजनिक मनोरंजनात्मक प्रयोग जो लाभार्थी नहीं चलाये जा रहे हैं; भंडारण, फार्म उत्पादों की ओपरेटी पर जहाँ कि वे उत्पन्न किये जाते हैं, से प्रेषण एवं बिक्री; फार्म यांत्रिकी की सर्विसें तथा गरमन तथा कृषिजनिक पदार्थों की बिक्री; जन-मुविधाएं व इमारतें।

6. 11ए-2 विषयन केन्द्रों में स्थित सुदरा दुकानें और सर्विस संबंधी प्रयोग मिलक चिनिंग स्टेशन तथा पाश्चात्याइजेशन प्लास्टिस, कुटीर उत्पाद एवं अन्य ऐसे हल्के उद्योग जो कृषिजनित हैं, ग्रामीण कालेज, बीडिंग हाउसिंज व होस्टल, बैंडानिक व श्रीरामिक अनुभान प्रयोगशालाएं जो लघु प्रायोगिक संग्रह द्वारा उत्पादित को छोड़कर बिक्री की जाने वाली वस्तुओं या सामग्रियों के उत्पादन तथा प्रयुक्त त किये जा रहे हो तथा उनके द्वारा शोर पैदा न होता हो और इमारत का कोई भाग किसी रिहायश या समीपती परिसर या किसी सम्पत्ति सीमा रेत्रा या सड़क से 100 फुट की दूरी में न आता हो 8 फुट की गहराई तक खुदाई सामग्री, पत्थर खुदाई वस अववा रेत यांत्री तथा माल भाड़े के अड्डे, विमानों के उत्पाते के निए मैदानी धेत्र, तथा उनके अवश्यक समादृ कारक, मुविधाएं व इमारतें, मैन्य उद्देश्यार्थी अपेक्षित धेत्र, बायरलेम सम्प्रेषण एवं भौमम केन्द्र, मेटेलस।

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7. 12-पी- गामाजिक एवं कल्याण संस्थाएं पैट्रोल फिलिंग स्टेशन कीपाला, लकड़ी या टिम्बर यार्स, सर्विस शैक्षिक शोर अववा हानि ग्रहित तथा हल्के उत्पादन वामे 'उच्चोग जहाँ उर्जा हो या न हो 4 से अधिक व्यक्ति नियोजित हो तथा उनके हारा उत्पादित वस्तुओं का प्रहाने से ही खुदरा त्वय में विक्रय किया जाता हो, टैक्सी एवं स्कूटर स्टैण्ड, वस टर्मिनल, सभी प्रयोगों हेतु पार्किंग अवश्यकता अवश्य अनुमोदित होती चाहिए।

8. 13-सी- 2 सी-1 जीन में विशेष अपील के अंतर्गत अनुमत सम्मत प्रयोग। इसके अतिरिक्त समाचार पत्र और छाई ग्रैम। विषयन केंद्रों की व्यापक योजनाओं या सेवायों योजनाओं के अंतर्गत विलिंग क्षेत्रों में नियन्त्रित की भी अनुमत किया जाए; हल्के विनिर्माण, शोर ग्रहित या हानि रहित सर्विस इनस्ट्रीज जहाँ ऊर्जा आलित या रहित अवश्या में 10 से अतिक्रम कर्मचारी नियोजित न हो; जंक-यार्स, पार्किंग धेत्र की आवश्यकता—सभी उद्देश्यों हेतु अवश्य प्रदान की जाए।

9. 14मी-3 ट्रक टर्मिनल तथा पार्किंग; स्कूल बिनानिक, सामाजिक एवं सांस्कृतिक संस्थान, मनोरंजनात्मक उपयोग, भंडारण तथा माल एवं मछली की मार्किट। सभी प्रयोगों हेतु पार्किंग, लोडिंग, व अनलोडिंग क्षेत्र संबंधी आवश्यकता का प्रावधान अवश्य किया जाए।

10. 15ए-1 बस एवं ट्रक टर्मिनल रेत याको व माल भाड़े के घट्ठ, पैट्रोल फिलिंग स्टेशन, टैक्सी तथा स्कूटर स्टैण्ड जंक यार्स, निगरानी एवं देखरेख करने वाले कर्मचारियों हेतु गिरायण, कर्मचारियों हेतु कैन्टीन तथा मनोरंजन-सुविधाएं।

11. 16ए-2 एम-1 प्रयोग क्षेत्र के अनुल्प परस्तु एफ.ए आर. तथा कवरेज इम्फ क्षेत्र में दिये अनुमत है।

12. 17ए-3 निलिंग सुधों में उल्लिखित क्षेत्र उहर्ही उद्योग को अनुमत किया जाएगा जो किसी प्रवाल शोर उत्पन्न नहीं करते। कर्मचारियों हेतु कैन्टीन, मनोविनोद सुविधाएं तथा आवास सुविधा का प्रावधान, परम्परा माइट पर प्रति एकड़ 25 व्यक्तियों से अधिक का धनस्व न हो।

13. 18ए-4 एम-4 जीन में उल्लिखित सभी प्रयोग अनुमत है। अनुसुधों में उल्लिखित सभी उद्योग वर्षों उद्योग के मंचालित होने वाय उत्पन्न धुमों, गंध, धूप तथा शोर के संबंध में मानक नियांसित हो।

14. 20:एम-6 शून्य

15. 21: नद्द होने वायक तथा जबलनकील सामग्रियों रखे जाने वामे गोदाम, सुख्ता कर्मचारियों हेतु गिरायण पार्किंग, लोडिंग एवं अनार्डिंग आवश्यकताओं का प्रावधान अवश्य होना चाहिए।

16. 22: शून्य

17. 23:पी बाह्य रामच, भिनेम-चमिल रेस्टरो, जाथ वस्तु विक्रय केन्द्र जन सुविधाएं तथा स्मृतिमित सुविधाएं, मनोरंजन से स्पार्टन: संवेदित प्रयोग जिनसे शोर या ग्रहण उत्पन्न न होता हो। निगरानी कर्मचारियों ने गिरायण पार्किंग धेत्र की आवश्यकता का प्रावधान अवश्य किया जाना चाहिए।

18. 24एक मुक्त प्रयोग से भवित्वित रियायण एवं अन्य अनुपांगक प्रयोग तथा उनसे किसी भी प्रकार से कोई शोर या खतरा उत्पन्न न होना हो।

(मनुस्को 5 का परिचय "ए")

दिल्लीपक्षी लेखों में बहेत्र उद्योगों की सूची :

श्रेणी "ए" (वे व्यवसाय जिनके लिए पावरलोड की स्थीकृति नहीं हो जाएगी) :—

1. अगरबत्ती तथा अम्ब उत्पाद
 2. कैलिङ्ग तथा टेक्सटाइल प्रिंटिंग
 3. बैन-धांस उत्पाद
 4. ब्लैंक-मोर्जिंग
 5. नायिल एवं घन्य फाइबर उत्पाद
 6. जरो, जरवरीजो
 7. पत्थर नक्काशी
 8. तस्वीरों की फोटिंग
 9. पिथवर्क, पिथेट विनिर्माण
 10. छाता औरने का काम
 11. मोमबल्लियाँ
 12. आटिक छाराई
 13. दरों व कारेट बुनाई
 14. आशी व हृदयनम्
 15. बड़ियों व धंटों की मरम्मत
 16. खाने बाले तेलों के अपावाह तेलों से मात्रन उत्पादन
 17. ग्रामीण पोटरी उच्छोग (व्यवसाय, जिनके पावर लोड के अलाया जाता हो)।
 18. स्टोब फिने तथा भेटी फिने।
 19. जैवरात कार्य
 20. निमनलिखित का विनिर्माण :—
- (1) लैंको फिल्म
 - (2) गुग
 - (3) ऐओम्ब
 - (4) आईसीम तथा मिथान, जैम, जैसिज; तथा
 - (5) जैम, जैलोज तथा फैब्रिकेशन
 - (6) नीरो कैप्रिस तथा नाल के काम की सामग्री
 - (7) बायोवैन तथा उनकी मरम्मत
 - (8) जड़ाऊ चम्ब वस्त्रों जैसे पर्स, हिं-वैग
 - (9) हल्के इलेक्ट्रोनिक्स।
21. चुक-वाईडिंग महिला पेरार, स्टेंगरी संबंधी वस्तुएँ
 22. टेलरिंग
 23. धागा गोले व काठन फिल्म
 24. नकड़ी की नक्काशी तथा धानात्मक काठ की वस्तुएँ
 25. सेवई तथा मैक्यान
 26. इलेक्ट्रोनिक्स वस्तुओं की जोड़ना तथा मरम्मत करना
 27. हाथी दांत तकाशी
 28. काढ़ और धक्के
 29. प्लास्टिक एवं पी. बी. सी. उत्पाद
 30. डिलैने तथा गुड़ियाँ
 31. पैकिंग भवन
 32. तोबे व पीतल कला वस्तुएँ
 33. लाख के उत्पाद
 34. फोता, रस्या तथा मून्ही बनाना
 35. बढ़ाईगिरे

36. भेलकूद सामग्री

37. चमड़े के फूटवीयर

38. इलेक्ट्रोकल मैटेस को जोड़ना व मरम्मत करना

39. ऊन के गोले तथा खड्डो बनाना

40. चमड़ा तथा रैमरीन से वस्तु निर्माण

41. लुगान्धित एवं लुगारिक वस्तुएँ

42. सिलाई मशीनों को जोड़ना, मरम्मत करना

43. सर्जरी पट्टी की रोलिंग तथा काटिंग

44. फाउन्टेन पेन तथा बाल पेन

45. होजरी

46. लोहारियरी — (वशरें व्यवसाय भट्टो के प्रयोग के बिना एक शिल भवीन, एक ग्राहक तथा एक चार फूटी लेव मशीन की भहुपदी से एक कि. वा. से कम ऊर्जा व्यय करते हुए व्याया का रहा हो)।

47. कालेज लैनिंग निर्माण कार्प

48. ल्याक बनाने तथा कोटी एल्लार्जिंग

49. एक कि. वा. से कोटी सैटिंग

50. लकड़ी/काढ़ बोई/झूतरो थोई वशरें प्रगति शमत विभाग से प्रवापत्ती प्रमाण-पत्र लिया जाए।

51. कोटी स्टेट तथा साइक्लोस्टार्लिंग

52. कैनवाल वैग तथा बिस्टर बैग

53. बड़िया तथा पापड़ तैयार करना

54. मरीन से ऊन की बुनाई

55. कशीदानारी।

श्रेणी "मी" :

56. ग्राम्य बैन-धांसी संबंधी व्यवसाय।

f. एफ. 16 (134)/73- एम. पी.]

एम. पी. जैन, सचिव

DELHI DEVELOPMENT AUTHORITY

New Delhi, the 9th January, 1986

S.O. 161.—In exercise of the powers conferred by sub-section (1) of Section 57 of the Delhi Development Act, 1957 (61 of 1957), the Delhi Development Authority with the previous approval of the Central Government, hereby, makes the following regulations under Clause (f) of the said Section.

CHAPTER I—GENERAL

1. Short title, application and commencement.—(1) These Regulations may be called Delhi Development Authority (Zoning) Regulations, 1983.

(2) These Regulations shall apply to the whole of the Union Territory of Delhi.

(3) These Regulations shall come into force immediately on the date of their publication in the Official Gazette.

2. Definitions.—(1) In these Regulations, unless the context otherwise requires :—

(a) "Act" means the Delhi Development Act, 1957 (61 of 1957).

- (b) "Authority" means the Delhi Development Authority constituted under Section 3 of the Act.
- (c) "Capital Value" means the value of land, structure and machinery allowing depreciation on the date of sanctioned Master Plan.
- (d) "Commercial" means that which relates to Commerce.
- (e) "Competent Authority" means the Delhi Development Authority.
- (f) "District Centre" means district centre as shown in any of the plans and includes a sub-district centre.
- (g) "Floor Space per worker" means the resultant after dividing the total production floor space in square metres by the total registered industrial empolyment.
- (h) "Improvements to buildings" means the improvements as mentioned in Schedule III.
- (i) "Industrial" means that which relates to Industry.
- (j) "Non-conforming use" means the use of land or building not in conformity with the Master Plan and or the Zonal Development Plan for a zone.
- (k) "Noxious industry" means such industry which may be dangerous to life, or injurious to health or property caused by fumes, effluent or smoke or by producing or storing inflammable material.
- (l) "Nuisance industry" means such industry which may cause injury, danger, annoyance or offence to the scene or sight, smell or hearing or disturbance to rest or sleep.
- (m) "Registered employment" means the number of workers registered with the Act under which the industry is functioning.
- (n) "Residential" means that which relates to residence.
- (o) "Use zones" means designation of the various uses as per Schedule I.

2. The terms not defined here expressly shall have the same meaning as defined or explained in the Master Plan.

CHAPTER II

3. Uses to be allowed by sanctioning authority in built-up areas.—In built up areas, the sanctioning authority may allow uses permitted in a use zone until Zonal Development Plans are prepared.

4. Uses allowed by the sanctioning authorities to be incorporated in the Z.D.P.—When the Zonal Development Plan to a built-up area is prepared, the uses allowed by the sanctioning authorities be incorporated in the land-use proposals.

CHAPTER III

Shifting of non-conforming uses and conversion of certain uses :—

5. Industrial Non-conforming uses (Noxious Industries).—Any person who may have, immediately

before the operation of plan, been using any land or building for running noxious industry shall shift that industry within three years to any conforming area or stop non-conforming use on the expiry of the said period.

Provided, however, it shall be lawful for a person to continue to use the said land or the building in that zone for "noxious industry" for such additional time as the authority may allow :—

- (a) in accordance with Schedule II in case the capital value exceeds one lac rupees ;
- (b) in any other case on charging non-conforming use tax at such rates as it may prescribe from time to time and on such other terms and conditions as the authority may consider proper in view of the peculiar nature of the noxious industry.

6. Industries not noxious but cause nuisance.—Any person who may have, immedately before the operation of the plan, been using any land or building for running a nuisance industry shall shift that industry within four years to any conforming area earmarked in the plan or shall stop the non-conforming use, on the expiry of such period.

Provided, however, it shall be lawful for a person to continue to use the land or building in that zone for the nuisance industry for additional time as the authority may allow :—

- (1) In accordance with schedule II upto a maximum of ten years on a sliding scale if—
 - (a) the industry referred to in the Regulation has higher capital value ;
 - (b) the registered employment of industry is more ; and
 - (c) the industry referred to in the regulation has more floor space per worker.
- (2) in any other case on charging non-conforming use tax at such rates as it may prescribe from time to time and on such other terms and conditions as the authority may consider proper in view of the peculiar circumstances of the nuisance industry.

7. Non-nuisance Industry.—Any person who may have, immediately before the operation of any plan, been using any land or building for running a non-nuisance industry shall shift that industry within six years to any conforming area earmarked in the plan or shall stop the non-conforming use on the expiry of the said period.

Provided, however, it shall be lawful for a person to continue to use the land or building in that zone for a non-nuisance industry for such additional time as the authority may allow :—

- (1) in accordance with schedule II for a period upto twenty years on a sliding scale if :—
 - (a) the industry referred to in the regulation has higher capital value ;
 - (b) the registered employment of the industry is more ; and

(c) in any other case on charging non-conforming use tax at such rates as it may prescribe from time to time and on such other terms and conditions as the authority may consider proper in view of the peculiar circumstances of the industry.

8. Residential use in industrial area.—Residential non-conformity use and its conversion.

Any person who may have, immediately before the operation of the plan, been using any land or building for a non-conforming use for residential purpose in an industrial use zone, may continue to use the same for a period of ten years and on expiry thereof shall shift the non-conforming use to any conforming area earmarked in the plan.

Provided, however, it shall be lawful for a person to continue to use such land or building in that zone for such non-conforming use even beyond the said period of ten years if that person has obtained approval of the authority in respect of the layout plan and the superstructure being put to non-conforming use.

9. Residential use in commercial areas.—Any person who may have, immediately before operation of the plan, been using any land or building for non-conforming use for residential purpose in a commercial zone may continue to use the same for a period of ten years and on expiry thereof shall shift non-conforming use to any conforming area earmarked in the plan.

Provided, however, it shall be lawful for a person to continue to use such land or building in that zone for such non-conforming use even beyond the said period of ten years if—

- (a) Such person has obtained approval of the Authority in respect of the layout plan and the superstructure being put up to non-conforming use;
- (b) the authority, for reasons to be recorded in writing, allow such person the residential use to continue on first and higher floors of building in that zone.

10. Residential use in public recreational areas.—Any person who may have, immediately before operation of the plan, been using any land or building for non-conforming use for residential purpose in public recreational use zone may continue to use that land or building in case such land or building is situated in any village which was in existence on 1st September, 1962 and in all other cases only upto a period of ten years or such extended period as the Authority may keeping in view the peculiar circumstances of the case allow.

11. Commercial use in Industrial areas.—Any person may continue to use any land or building in industrial use zone for commercial purposes :—

- (a) for a period of ten years after obtaining approval for conversion of the uses of such land or building to commercial use and the approval of the layout plan and structure thereon from the Authority; and

(b) in any other case on such terms and conditions as the Authority may prescribe.

12. Commercial use in residential areas.—Any person may continue to use any land or building in a residential use zone for commercial purpose—

- (a) for a period of ten years provided the land is earmarked as local commercial area in the Zonal Development Plan of that zone; and
- (b) in any other case on such terms and conditions as the authority may prescribe.

13. Commercial use in Public & semi-public areas including recreational areas.—Any person may continue to use any land or building in public or semi-public use zone including recreational zone for commercial purpose—

- (a) for a period of ten years provided the land has been earmarked as local commercial area under the zonal development plan of that zone; and
- (b) in any other case on such terms and conditions as the Authority may prescribe.

14. Improvements and alterations in non-conforming areas.—Any person who may have, immediately before the operation of the plan, been using any land or building not in conformity with the Master Plan or the Zonal Development Plan of that area intends to make improvements or alterations in the machinery that may have been installed on such land or building may be permitted to do so provided such improvements or alterations are covered by the items mentioned in schedule III to these Regulations.

15. Temporary permits.—Any land or building may be permitted on an application in written and for reasons to be recorded in writing temporary with a time limit to be used for a purpose other than the use stipulated in the plan like tents for workers to live while constructing an industrial estate or while an area is underdeveloped and the property owner wishes to continue agriculture or in underdeveloped areas to make temporary use of the land in some other way than shown in the plan.

16. Use permitted.—It shall be lawful to continue to use any land or building in a zone provided it has been earmarked for any of the uses showing as permitted in that zone in Schedule IV attached hereto.

17. Use permitted if allowed by competent Authority after special appeal.—It shall be lawful to continue to use any land or building in a zone which has been expressly permitted to be used for any purpose, mentioned in Schedule IV hereto, by the Competent Authority after special appeal.

SCHEDULE I—AS PER REGULATION I (O)

| USE ZONE | |
|----------|-------------|
| 1. R-25 | Residential |
| 2. R-50 | Residential |
| 3. R-60 | Residential |
| 4. R-75 | Residential |
| 5. R-100 | Residential |
| 6. R-125 | Residential |
| 7. R-150 | Residential |
| 8. R-200 | Residential |

| | |
|----------|--|
| 9. R-250 | Residential |
| 10. A-1 | Agricultural Green Belt |
| 11. A-2 | Rural |
| 12. C-1 | Retail Shopping. |
| 13. C-2 | General Business and Commercial(Central and sub-central business districts, business districts, distt. centres). |
| 14. C-3 | Wholesale |
| 15. M-1 | Flatted factory |
| 16. M-2 | Work-cum-Industrial Centre. |
| 17. M-3 | Special Industry |
| 18. M-4 | Light Industry and Service Industry. |
| 19. M-5 | Extensive Manufacturing |
| 20. M-6 | Extractive Industries, mining brick kilns stone crushing etc. |
| 21. W | Warehousing, storate & depots. |
| 22. C | Govt. & Semi-Govt. offices |
| 23. P. | Recreation |
| 24. F | Public & semi-public facilities. |

SCHEDULE II AS PER REGULATIONS 5 TO 7 :
Time Schedule for non-conforming uses

Industrial Uses :

| Conditions for Moratorium | Nurious Industries | | Nuisance Industries | Non-nuisance Industries |
|--|--------------------|-------------|---------------------|-------------------------|
| | No. of yrs. | No. of yrs. | No. of yrs. | |
| 1 | 2 | 3 | 4 | |
| Industries with no. of registered employees 1 to 19 with production floor space per worker 50 sq. ft. and below and capital value less than one lakh | | 3 | 4 | 6 |
| No. of registered employees between 20 to 99 (addl. years) | .. | 1 | 2 | |
| No. of registered employees 100 and above (additional years) | .. | 1 | 2 | |
| Production floor space per worker between 51 to 100 sq. ft. (Addl. years) | .. | 2 | 2 | |
| Production floor space per worker of over 100 sq. ft. (additional years) | .. | 1 | 2 | |
| Capital value between one and five lakhs (addl. years) | 1 | 1 | 2 | |
| Capital Value above five 1 lakhs (addl. years) | 1 | 1 | 4 | |
| Maximum no. of years | 5 | 10 | 20 | |

Note 1. Time is given on each count listed in the table and is cumulative in the order given in table.

2. The employment noted in table is for industry using power. For industry not using power the employment is to be taken as double.

SCHEDULE III AS PER REGULATION 14 :

Improvements to building and Machinery which may be allowed :

- Repairs, replacement, modernisation or reform in any manner to improve productivity, efficiency and economy of the existing power plant and workshops and other auxiliary departments connected with the carrying on of the activities of the existing equipment.
- Any re-organisation, alteration, or repairs of building that house such plant and equipment.
- Alteration, re-organisation, extension and addition to the existing office buildings, residential house, amenities, gates, tanks, platforms, wells, roads drains and other structures in order to maintain and improve the efficiency, productivity and economy of the existing manufacturing activities.
- Repairs, alteration, or rebuilding of godowns on a industrial plot stocking raw-materials, machinery parts and spares, finished products building materials etc.

SCHEDULE IV AS PER REGULATION 16

| Sl. No. | Use Zone | Uses Permitted | | |
|-----------------------------|--|----------------|---|---|
| | | 1 | 2 | 3 |
| 1. 1 to 3 R-25, R-50 R-60 | Residences, nurseries, kindergartens and schools, clinics, social and cultural institutions with adequate parking facilities public utilities and buildings except service and storage yards non-commercial farms, agricultural, gardens, nurseries and green houses and neighbourhood, recreational uses including clubs and other semi-public recreational uses accessory uses, clearly incidental to residential use (except retail shops and service uses) which will not create a nuisance or hazard. | | | |
| 2. 4 to 6 R-75, R-100 R-125 | All uses permitted in R-25 to R-60 use zones. | | | |
| 3. 7 to 8 R-150, R-200 | All uses permitted in R-75 use zones. | | | |
| 4. 9 : R-250 | All uses permitted in R-200 use zones. | | | |
| 5. 10 A-1 | Agricultural horticulture orchard and vegetable farms having minimum size of farm plot 1 hectare poultry, dairy and other live stock farm and their accessory buildings and uses within the plot area limitation of minimum 2 hectare plot uses specifically shown or stated in the land use plan, like urban villages. Brick kilns and removal of clay upto 8 ft. depth beyond a distance of half a mile from the urbanisable limits of 1981. | | | |

| 1 | 2 | 3 | 1 | 2 | 3 |
|------------|---|---|------------|---|--|
| 6. 11 A-2 | All uses permitted in Agricultural Green Belt use Zones. | | | | more than 50 workers with power and 100 without power, service industries, warehousing and storage; public utilities and building and agricultural use in existing agricultural land until the area is required for development. Parking, loading and unloading area requirements must be approved for all uses. |
| 7. 12 C-1 | Retail shops, business and professional offices service uses like barbers and tailor, laundry and dry cleaners shops etc., restaurants and entertainment places residences social and welfare institution provided they are located in first and higher floors, clinics meat fish and fruit markets roofed storage for legitimate retail business, public and semi-public recreational uses public utilities and building. Parking area requirements for all uses must be approved. | | 14. 19 M-5 | All uses permitted in M-4 use zone. | |
| 8. 13 C-2 | All uses permitted in C-1 use zone also hostels and boarding houses, guest houses and hotels, colleges, schools, research institutions, service garages, warehousing and covered storage local and central government offices. Parking area requirements for all uses must be approved. | | 15. 20 M-6 | Removal of gravel, earth, sand etc. extraction of minerals, with any conditions imposed by competent authority; agricultural and uses incidental to agriculture. | |
| 9. 14 C-3 | Wholesale and retail shops, storage for wholesale uses except when specifically prohibited, business offices restaurants and residences provided they are located in first and higher floor, public utilities and building parking, loading and unloading requirements must be approved for all uses. | | 16. 21 W | Warehousing, storage and depot for non-parishable and non-inflammable commodities and incidental use. Parking, loading and unloading area requirements must be approved for uses. | |
| 10. 15 M-1 | Industries conforming to performance standards as given in illustrative list which could not cause excessive injurious or obnoxious noise, vibration, smoke gas fumes, odour, dust, effluent or other objectionable conditions and employing not more than 20 workers with power or 40 without power, covered storage for industry. Public utilities and building parking, loading and unloading requirements must be approved for all uses. | | 17. 22 G. | Local, state and central government offices and use for defence purposes research institutions; social and cultural institutions bus and railway passenger terminals, public utility and building, local municipal facilities, uses incidental to government offices and for their use parking requirements must be approved. | |
| 11. 16 M-2 | Same as in M-1 use zone. | | 18. 23 P. | All public and semi-public recreational uses including parks, playgrounds, park ways and boulevards; special recreation areas and educational and recreational areas; bus and railway passenger terminals and Car parking area. Parking area requirement must be approved in all cases. | |
| 12. 17 M-3 | Same as in M-1 use zone. | | 19. 24 F. | Local and zonal municipal officers; educational and research institutions, social and cultural institutions, monument and religious institutions; local municipal and community facilities, public utilities and building; radio transmitter and wireless stations; cremation ground and cemeteries. Parking area requirements must be approved for all uses. | |
| 13. 18 M-4 | All industries permitted in M-1, M-2, and M-3 use zones and other given in the list of industries and employing not | | | | |

SCHEDULE V AS PER REGULATION 17 :

Uses permissible after special appeal.

| Sl. No. | Use Zone | 1 | 2 | 3 |
|----------------------------------|--|------------|---|--|
| 1. 1 to 3 | Uses Permissible if allowed by competent authority after special appeal. | 3 | 3. 7 to 8 R-150, R-200 | All uses permissible in R-75 to R-125 use zones. |
| 22. 4 to 6 R-75, R-100, R-125 | All uses permissible in R-25 to R-60 use zones. | 4. 9 R-250 | 4. 10 A-1 | All uses permissible in R-200 use zones. |
| | | 5. 11 A-2 | Places of worship etc. schools; Libraries and educational and cultural buildings parks and other public and semi-public recreational use not conducted for profit; storage, processing and sale of farm products on the property where produce; the servicing and repair of farm machinery and the sale of agricultural supplies; public utility and buildings. | Places of worship etc. schools; Libraries and educational and cultural buildings parks and other public and semi-public recreational use not conducted for profit; storage, processing and sale of farm products on the property where produce; the servicing and repair of farm machinery and the sale of agricultural supplies; public utility and buildings. |
| | | 7. 12 C-1 | Retail shops and service uses to b; located in shopping centres; milk chilling stations and pasturisation plants, cottage industry and such light industry which uses agricultural produce. | Colleges, Rural boarding houses and hostels scientific and industrial research laboratories not to be operated for the production of goods or other materials for sale except as may b produced by a small pilot plant provided there is no nuisance caused and no part of the structure is placed closer than 100 feet from any dwelling or an adjoining premises or from any property line or road, excavation materials up to 8 feet depth; stone quarrying bus, or railway passenger and freight stations landing fields for planes and their necessary appurtenances, utilities and buildings, area needed for Defence purposes, wireless transmitting and weather stations mtoles. |
| | | | | Social and welfare institutions, petrol filling stations, coal, wood or timber yards, service garages; light manufacturing without nuisance or hazard and employing not more than 4 persons with or without power provided the goods manufactured are sold on the premises in retail; taxi and scooter stand, bus terminal. Parking area requirements for all uses must be approved. |

| 1 | 2 | 3 | 1 | 2 | 3 |
|-----|--------|---|-----|------|--|
| 8. | 13 C-2 | All uses allowed with special appeal in C-1 zone. In addition, newspaper and printing presses, the following may also be allowed in specific areas under detailed plans or zonal plans of the shopping centre; light manufacturing and service industries without nuisance or hazard and not employing more than 10 persons with or without power junk yards parking area requirements for all uses must be provided. | | | and municipal facilities uses clearly incidental to recreational use which will not create nuisance or hazard. Dwelling for watch and ward staff parking area requirements must be provided. |
| 9. | 14 C-3 | Truck terminal and parking schools, clinics and social cultural institutions recreational uses, storage markets and dealing with meat and fish. Parking loading and unloading area requirements must be provided for all uses. | 18. | 24 P | Residence and other uses incidental to main use and in no way causing any nuisance or hazard. |
| 10. | 15 M-1 | Bus and truck terminal, railway passenger and freight terminals, petrol filling stations taxi and scooter stands, junk yards, dwelling for watch and ward staff, canteen and recreation facilities for the employees. | | | |
| 11. | 16 M-2 | Same as in M-1 use zone except that FAR and coverage etc. are different as given later on. | | | |
| 12. | 17 M-3 | Only such industries as given in the illustrative list that do not create nuisance of any type will be allowed, along with canteens, recreation clubs and residence to employees provided the density is not more than 25 persons per acre on the site. | | | |
| 13. | 18 M-4 | All uses allowed with special in M-4 zone. All industries mentioned in schedule subject to standard stipulated on smoke, odour, fumes and noise produced in the working of the industry. | | | |
| 14. | 20 M-6 | Nil. | | | |
| 15. | 21 W | Warehousing of perishable and inflammable commodities. Dwellings for watch and ward staff. Parking, loading and unloading requirements must be provided. | | | |
| 16. | 22 G | Nil. | | | |
| 17. | 23 P | Outdoor theatres and drive-in-cinemas restaurants and selling of eatables public utility | | | |

(Appendix 'A' to Schedule V)

LIST OF HOUSEHOLD INDUSTRIES IN RESIDENTIAL AREA

Category 'A'

(Trades for which no power load would be sanctioned)

1. Agarbatti & other products.
2. Calido & Texile Printing.
3. Cane Bamboo Products.
4. Clay Modelling.
5. Coir & other fibre products
6. Zari Zardozi.
7. Stone Engraving.
8. Framing of pictures.
9. Pithwork Mfg. of Pitha-hate.
10. Umbrella Assembly.
11. Candles.
12. Batik Work.
13. Dari & Carpet weaving.
14. Khadi & Handloom.
15. Repair of watches & clocks.
16. Mfg. of soap with non-edible oil.
17. Village pottery (trade is run without using power load) industry.
18. Stove pins and safety pins.

Category 'B'

(Trades for which power load upto 1 KV be considered for sanction)

19. Jewellery work.
20. Mfg. of :—
 - (i) Blanco Cakes.
 - (ii) Brushes.
 - (iii) Crayons.
 - (iv) Ice Cream and Confectionary, Jam & Jellies.
 - (v) Jam, Jellies & fruit preserves.
 - (vi) Narrow Fabrics & Lac-work material.

(vii) Musical Instruments ind. repairs.

(viii) Ornamental leather-goods such as purses, hand bags.

(ix) Small Electronics.

21. Paper stationery items including book-binding.

22. Tailoring.

23. Thread balls & cotton-fillings.

24. Wood carving & Artistic-wood wares.

25. Vermicalli & Macaroni.

26. Assembly & Repairing of Electronic items.

27. Ivory carving.

28. Card Board Boxes.

29. Plastic & PVC Products.

30. Toys & Dolls.

31. Papier Machine.

32. Copper & Brass Artware.

33. Lac Products.

34. Cordage, Rope & Twine Making.

35. Carpentry.

36. Sports goods.

37. Leather Footwear.

38. Assembly & Repairs of Electrical Gadgets.

39. Wool Balling and Lachee Making.

40. Leather & Raxian Made-ups.

41. Perfumery & Cosmetics.

42. Assembly Repair of Sewing Machines.

43. Surgical Bandage rolling|cutting.

44. Fountain pens and ball pens.

45. Hosiery.

46. Blacksmith (provided the trade is run without the use of Bhatti and with the help of one drill machine, one grinder and one four ft. lathe machine altogether consuming power less than one KV).

47. Contact lenses Mfg.

48. Block making & photo enlarging.

49. Photo setting with 1 K.V.

50. Wooden|card board jewellery board subject to NOC from fire Deptt.

51. Photostat & Cyclostyling.

52. Canvas bags & holds-all.

53. Preparation of Vadi & Papad.

54. Wool Knitting with machine.

55. Embroidery.

Category 'C'

56. Trade of village oil ghani.

[No. F. 16(134)|73-M.P.]

M. P. JAIN, Secy.

Delhi Development Authority.

परिवहन संसाधन

(जन भूतल परिवहन विभाग)

(परिवहन पक्ष)

(नीवहन पक्ष)

नई विज्ञो, 6 जनवरी, 1986

का.आ. 162--वाणिज्य पोल परिवहन अधिनियम 1958 (1958 का 41) की धारा 283 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के नीवहन और परिवहन मंत्रालय (परिवहन पक्ष) को अधिसूचना ग. का. आ. 4743, दिनांक 26 नवम्बर, 1978 को अधिकृत करते हुए, पोषण करती है कि नीचे सारणी के सम्पर्क में वित्तियाँ वेश्यों ने संघरा बनेश्य, घर्षत् ममुद में प्राणरक्षा के लिए अन्तर्राष्ट्रीय कबीलेन 1974 की उठन सारणी के सम्पर्क 2 प्रथेक के सामने उन्निक्षित दिनांक भी स्वीकार कर लिया है।

सारणी

देश विस्ते सुरक्षा करनेश्य संवेदन विभाग विभाग की तारीख कर लिया है।

| 1 | 2 |
|---------------------------------|------------|
| 1. मोटाकी | 25 मई 1980 |
| 2. सुकेनियम प्रमाणप्रारो | " |
| 3. भारा | " |
| 4. नाथ्रे | " |
| 5. मेन्सियो | " |
| 6. टोंगा | " |
| 7. कैप वर्डी | " |
| 8. फांसी | " |
| 9. पूनाइटेट किगडम | " |
| 10. लिव्रेंगा | " |
| 11. डेन्मार्क | " |
| 12. पनामा | " |
| 13. केनाया | " |
| 14. स्वीडन | " |
| 15. नेदरलैंड | " |
| 16. स्पेन | " |
| 17. पूनाइटेट स्टेंट | " |
| 18. विलियान ईंग दोवेंदो | " |
| 19. बहामस | " |
| 20. गेमेन | " |
| 21. अर्बन रिमांपाटिक रिपब्लिक | " |
| 22. फैउरन रिपब्लिक प्राफ जर्मनी | " |
| 23. उराये | " |
| 24. इसराइल | " |
| 25. फ्रान्सिया | " |
| 26. पुरोस्लाविया | " |
| 27. कूदैन | " |
| 28. बेल्जियम | " |
| 29. टेच | " |
| 30. इज़रेटिना | " |
| 31. चायना | " |
| 32. यू.एस.एस. | " |
| 33. हंगरी | " |
| 34. चिली | " |
| 35. दोमिनिकन रिपब्लिक | " |
| 36. ग्रीस | " |
| 37. अपान | " |
| 38. ब्राजील | " |

| 1 | 2 |
|-------------------------------|---------------------|
| 39. दक्षिण कोरिया | 10 |
| 40. इटली | 11 फ़िस्टम्बर, 1980 |
| 41. तुर्की | 31 अक्टूबर, 1980 |
| 42. द्रुनिसिया | 6 नवम्बर, 1980 |
| 43. चिकोस्लोवाकिया | 18 नवम्बर, 1980 |
| 44. कोमोडो | 31 जनवरी, 1981 |
| 45. पुरुग्राम मिर्ने | 12 फ़रवरी, 1981 |
| 46. फ़िजी | 21 फ़रवरी, 1981 |
| 47. खायर | 23 मार्च, 1981 |
| 48. रिप्पिलक ग्राहक कोरिया | 31 मार्च, 1981 |
| 49. मालिया | 11 अप्रैल, 1981 |
| 50. गिनी | 19 अप्रैल, 1981 |
| 51. हंगेनिया | 17 मई, 1981 |
| 52. सिंगापुर | 16 जून, 1981 |
| 53. नाइजीरिया | 7 ज्युलाई, 1981 |
| 54. चिनियाम ग्रहण जमाहिरिया | 2 अक्टूबर, 1981 |
| 55. हिन्दूत | 4 दिसम्बर, 1991 |
| 56. स्विटजर लैंड | 1 जनवरी, 1983 |
| 57. बंगलादेश | 6 फ़रवरी, 1982 |
| 58. फ़िलाडेलिया | 15 मार्च, 1982 |
| 59. गेवेज | 21 अप्रैल, 1982 |
| 60. इमेरिका | 28 अगस्त, 1992 |
| 61. वेनेझाटु | 24 अक्टूबर, 1982 |
| 62. बर्नार्डीस | 1 दिसम्बर, 1982 |
| 63. खाटेमाला | 20 जनवरी, 1983 |
| 64. किझी | 4 जून, 1983 |
| 65. बेनजूसा | 29 जून, 1983 |
| 66. धाना | 19 अगस्त, 1983 |
| 67. भ्राइलैंड | 6 अक्टूबर, 1993 |
| 68. भ्रास्ट्रेलिया | 17 नवम्बर, 1983 |
| 69. श्री लंका | 30 नवम्बर, 1983 |
| 70. जमेका | 14 जनवरी, 1984 |
| 71. भ्रेशिया | 19 जनवरी, 1984 |
| 72. सेस्ट विसेल्स और ऐनेहिन्स | 28 जनवरी, 1984 |
| 73. बल्गेरिया | 2 फ़रवरी, 1984 |
| 74. ग्रन्लैंडिया | 3 फ़रवरी, 1984 |
| 75. पोल्युगाल | 7 फ़रवरी, 1984 |
| 76. लेथेनान | 29 फ़रवरी, 1984 |
| 77. ध्रायलैंड | 29 फ़रवरी, 1984 |
| 78. यूनाइटेड अरब एमिरेट्स | 15 मार्च, 1984 |
| 79. जिओटी | 1 जून, 1994 |
| 80. पोलैंड | 15 जून, 1994 |
| 81. कोमोडो | 14 अगस्त, 1984 |
| 82. धाइनैश | 18 मार्च, 1985 |
| 83. पाकिस्तान | 10 जुलाई, 1985 |
| 84. सीर्वें अरेबिया | 24 जुलाई, 1985 |

| | |
|------------------------------------|--|
| 85. श्रीलंका | 25 जुलाई, 1985 |
| 86. डिमोक्रेटिक ग्रिनलैंड रिपब्लिक | 1 अगस्त, 1985 |
| 87. इथियोपिया | 15 अक्टूबर, 1985 |
| 88. जारहन | 7 नवम्बर, 1985 |
| 89. तुवनु | 22 नवम्बर, 1985 |
| 90. कांगो | 10 दिसम्बर, 1985 |
| 91. हाँगकांग | 34 दिसम्बर, 1985 निम्न प्रवेशों के लिए कम्बेशन यिस्टारिस किया गया है। |
| नेदरलैंड श्राइट्स | 10 जुलाई, 1978 |
| हाँगकांग | 25 मई, 1980 |
| आइल आफ मैन | 1 जुलाई, 1985 |

[सं. एस. डब्ल्यू 11-एमएटी (57) 84-एमए, सं. 25 एस.एल. (35) 74]

एस. सिधन, प्रब्र. सचिव

MINISTRY OF TRANSPORT
(Department of Surface Transport)
(Shipping Wing)

New Delhi, the 6th January, 1986

S.O. 162.—In exercise of the powers conferred by section 283 of the Merchant Shipping Act, 1958 (44 of 1958) and in supersession of the notification of the Government of India in the Ministry of Shipping and Transport (Transport Wing) No. S.O. 4743 dated the 26th November, 1976, the Central Government hereby declares that the countries specified in column 1 of the Table below have accepted the Safety Convention, namely, the International Convention for the Safety of Life at Sea, 1974 with effect from the date indicated against each country in column 2 thereof.

TABLE

| Name of the country which has accepted the Safety Convention | Date of acceptance or extension |
|--|---------------------------------|
| 1 | 2 |
| 1. Monaco | 25th May 1980 |
| 2. Ukrainian SSR | " |
| 3. India | " |
| 4. Norway | " |
| 5. Mexico | " |
| 6. Tonga | " |
| 7. Cape Verde | " |
| 8. France | " |
| 9. United Kingdom | " |
| 10. Liberia | " |
| 11. Denmark | " |
| 12. Panama | " |
| 13. Canada | " |
| 14. Sweden | " |
| 15. Netherlands | " |
| 16. Spain | " |
| 17. United States | " |
| 18. Trinidad and Tobago | " |
| 19. Bahamas | " |
| 20. Yemen | " |
| 21. German Democratic Republic | " |
| 22. Federal Republic of Germany | " |

| 1 | 2 | 1 | 2 | |
|----------------------------|--------------------------------|---|------------------------------|--|
| 23. Uruguay | 25 May, 1980 | 63. Guatemala | 20th January, 1983 | |
| 24. Israel | " | 64. Fiji | 4th June, 1983 | |
| 25. Romania | " | 65. Venezuela | 29th June, 1983 | |
| 26. Yugoslavia | " | 66. Ghana | 19th August, 1983 | |
| 27. Kuwait | " | 67. Iceland | 6th October, 1983 | |
| 28. Belgium | " | 68. Australia | 17th November, 1983 | |
| 29. Peru | " | 69. Sri Lanka | 30th November, 1983 | |
| 30. Argentina | " | 70. Jamaica | 14th January, 1984 | |
| 31. China | " | 71. Malaysia | 19th January, 1984 | |
| 32. USSR | " | 72. Saint Vincent and the Grenadines | 28th January, 1984 | |
| 33. Hungary | " | 73. Bulgaria | 2nd February, 1984 | |
| 34. Chile | " | 74. Algeria | 3rd February, 1984 | |
| 35. Dominican Republic | " | 75. Portugal | 7th February, 1984 | |
| 36. Greece | " | 76. Lebanon | 29th February, 1984 | |
| 37. Japan | " | 77. Ireland | 29th February, 1984 | |
| 38. Brazil | " | 78. United Arab Emirates | 15th March, 1984 | |
| 39. South Africa | " | 79. Djibouti | 1st June, 1984 | |
| 40. Italy | 11th September, 1980 | 80. Poland | 15th June, 1984 | |
| 41. Turkey | 31st October, 1980 | 81. Cameroon | 14th August, 1984 | |
| 42. Tunisia | 6th November, 1980 | 82. Thailand | 18th March, 1985 | |
| 43. Czechoslovakia | 18th November, 1980 | 83. Pakistan | 10th July, 1985 | |
| 44. Colombia | 31st January, 1981 | 84. Saudi Arabia | 24th July, 1985 | |
| 45. Papua New Guinea | 1 st February, 1981 | 85. Oman | 25th July, 1985 | |
| 46. Finland | 21st February, 1981 | 86. Democratic People's Republic of Korea | 1 st August, 1985 | |
| 47. Qatar | 22nd March, 1981 | 87. Ethiopia | 18th October, 1985 | |
| 48. Republic of Korea | 31st March, 1981 | 88. Jordan | 7th November, 1985 | |
| 49. Maldives | 14th April, 1981 | 89. Tuvalu | 22 November, 1985 | |
| 50. Guinea | 19th April, 1981 | 90. Congo | 10 December, 1985 | |
| 51. Indonesia | 17th May, 1981 | 91. Honduras | 24 December, 1985 | |
| 52. Singapore | 16th June, 1981 | The Convention has been extended to the following territories:— | | |
| 53. Nigeria | 7th August, 1981 | Netherlands Antilles | 10 July, 1978 | |
| 54. Libyan Arab Jamahiriya | 2nd October, 1981 | Hong Kong | 25 May 1980 | |
| 55. Egypt | 4th December, 1981 | Islc of Man | 1 July, 1985 | |
| 56. Switzerland | 1st January, 1982 | [No. SW/11-MAT(57)/84—MA No. 25-SL(35)/74] S. SYNGHAL, Under Secy. | | |
| 57. Bangladesh | 6th February, 1982 | | | |
| 58. Philippines | 15th March, 1982 | | | |
| 59. Gabon | 21st April, 1982 | | | |
| 60. Ecuador | 28th August, 1982 | | | |
| 61. Vanuatu | 28th October, 1982 | | | |
| 62. Barbados | 1st December, 1982 | | | |

सूचना और प्रसारण मंत्रालय

भाद्रिन

मई विल्सो, 1 जनवरी, 1986

का. धा. 163.—फिल्म सलाहकार बोर्ड के कार्यकरण से संबंधित विनियमों के नियम 14(स) के ३पवधों के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सलाहकार एवं दूरदृश्य इसके साथ सगी अनुसूची के कालम 2 में दी गई फिल्मों को, उनके मध्ये भारतीय धराताओं के व्यापारों महित, जिनका विवरण प्रत्येक के मामने उक्स अनुसूची के कालम 6 में दिया गया है, स्वीकृत करती है:—

शानुसूची

| क्र.सं. | फिल्म का नाम | फिल्म की लंबाई (मीटरों में) | आवेदक का नाम | निम्नानि का नाम | क्या वैज्ञानिक फिल्म है या शिक्षा संबंधी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंट्री फिल्म है |
|---------|--------------|--------------------------------|--------------|-----------------|--|
|---------|--------------|--------------------------------|--------------|-----------------|--|

| 1 | 2 | 3 | 4 | 5 | 6 |
|----------------------|-----|---|---|-------------------------|---|
| 1. न्यूजीलैंड नं. 61 | 331 | फिल्म प्रभाग, भारत सरकार, 24 पैटर रोड, बांगलौर-400026 | | भारतीय प्रदर्शन के लिए। | |
| 2. न्यूजीलैंड नं. 62 | 297 | —तर्जनी— | | —तर्जनी— | |
| 3. न्यूजीलैंड नं. 63 | 585 | —तर्जनी— | | —तर्जनी— | |
| 4. न्यूजीलैंड नं. 64 | 295 | —तर्जनी— | | —तर्जनी— | |
| 5. न्यूजीलैंड नं. 65 | 130 | —तर्जनी— | | —तर्जनी— | |

[पाइल में 315/7/85-एफ. वी.]

सुक्रमार मंडल, रेस्ट्रेट ऑफिसर।

MINISTRY OF INFORMATION AND BROADCASTING
ORDER

New Delhi, the 1st January, 1986

S.O. 163.—In exercise of the powers vested under the provisions of Rule 434 of the Regulation relating to the working of the Film Advisory Board, the Central Government hereby approves films specified in column 2 of the schedule annexed hereto in all its/their languages/versions to be of the description specified against it/each in column 6 of said schedule.

SCHEDULE

| S. No. | Title of the film | Length of the film (in meters) | Name of the applicant | Name of the producer | Brief synopsis, whether a scientific film or for educational purposes or a film dealing with news, current events or a documen- tary film. |
|-----------|----------------------|-----------------------------------|--|-------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 1. | News Magazine No. 61 | 331 | Films Division, Government of India, 24-Peddar Road, Bombay-400 026 | | News and current event. General release. |
| 2. | News Magazine No. 62 | 297 | -do- | | -do- |
| 3. | News Magazine No. 63 | 585 | -do- | | -do- |
| 4. | News Magazine No. 64 | 295 | -do- | | -do- |
| 5. | News Magazine No. 65 | 130 | -do- | | -do- |

[File No. 315/7/85-FP]

SUKUMAR MANDAL, Desk Officer

संचार संचालन

(दूरसंचार विभाग)

नई दिल्ली १ जनवरी, १९८६

का. प्रा. 163.—स्थायी आदेश संख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गये भारतीय तार नियम, १९५१ के नियम ४३४ के खंड III के वैरा (क) के अनुसार महानियेशक, दूरसंचार विभाग ने टेलीफोन केन्द्र गुजरात, में दिनांक २०-१-१९८६ से प्रमाणित दर प्रणाली लागू करने का निष्काय किया है।

[संख्या ५-३१/८५-(पी०एच०बी०)]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 1st January, 1986

S.O. 164.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 20-1-1986 as the date on which the Measured Rate System will be introduced in Derol Telephone Exchange, Gujarat Circle.

[No. 5-31/85-PHB]

नई दिल्ली, ९ जनवरी, १९८६

का. प्रा. 165.—स्थायी आदेश संख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गये भारतीय तार नियम, १९५१ के नियम ४३४ के खंड III के वैरा (क) के अनुसार महानियेशक, दूरसंचार विभाग ने तिरुवेंगडम टेलीफोन केन्द्र, तमिल नाडू, में दिनांक २५-१-१९८६ से प्रमाणित दर प्रणाली लागू करने का निष्काय किया है।

[संख्या ५-२/८६-पी० एच० बी०]

का. प्रा. 166.—स्थायी आदेश संख्या ६२७, दिनांक ८ मार्च, १९६० द्वारा लागू किये गये भारतीय तार नियम, १९५१ के नियम ४३४ के खंड III के वैरा (क) के अनुसार महानियेशक, दूरसंचार विभाग ने पिरवेंगडम टेलीफोन केन्द्र, तमिल नाडू, में दिनांक २५-१-१९८६ से प्रमाणित दर प्रणाली लागू करने का निष्काय किया है।

[संख्या ५-३/८६-पी० एच० बी०]

के पी. शर्मा, सहायक महानियेशक (पी० एच० बी०)

S.O. 166.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunication, hereby specifies 25-1-1986 as the date on which the Measured Rate System will be introduced in THIRUVENGADAM Telephone Exchange, Tamil Nadu Circle.

[No. 5-3/86-PHB]

K. P. SHARMA, Asstt. Director General, (PHB)

सम संचालन

नई दिल्ली, 2 जनवरी, 1986

का. आ. 167.—पैमाने इण्डियन प्रॉफेशनलोसिव सिमिटेट (एक्सप्लोजिव डिवीजन, 34- चौरायी रोड, कलकत्ता-700071 (उड्डय. बी./8217) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छूट किये जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियांत्रिय या प्रीमियम का संदाय किये जिन ही, भारतीय जीवन वीमा नियम की सामूहिक वीमा स्कीम के अधीन जीवन वीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कार्यदारों से अधिक अनुकूल हैं, जो कर्मचारी नियोजित सहाय वीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन नहीं अनुशेय हैं:

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियोजित घरों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

प्रमुखूक्ति

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयु-
क्त प्रिवेट बैंगल को ऐसी विवरणियां देंगा और ऐसे लेखा रखेगा तथा
निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय-
समय पर निर्विष्ट करें।

2. नियोजक, ऐसी निरीक्षण प्रभारों का प्रयोग भास की समाप्ति के 15 दिन के भीतर संदाय भरेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बाद (क) के प्रधीन समय-समय पर निर्विष्ट करें।

3. सामूहिक वीमा स्कीम के शासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले
सभी घरों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों की एक प्रति, और अब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मूल्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही समय है, उसके स्थापन में नियोजित किया जाता है, तो नियोजक, सामूहिक वीमा स्कीम के सबस्य के रूप में उसका आम तूरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन वीमा नियम को सम्बन्ध करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक वीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक वीमा स्कीम के प्रधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुशेय हैं।

7. सामूहिक वीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दृष्टि में संदेय होती, जब वह उक्त स्कीम के प्रधीन होता है, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिकों को प्रतिकर के रूप में दोनों रकमों के अंतर के बाबत की रकम का संदाय करेगा।

8. सामूहिक वीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त, प्रिवेट बैंगल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृत्तिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वीमा नियम की उस सामूहिक वीमा स्कीम के जिसे स्थापन पहले अपना चुका है, भवीन भहीं रह जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रही की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन वीमा नियम द्वारा नियत सारोंग के भीतर प्रीमियम का संदाय करते में असफल रहता है, तो पालिसी को व्यवस्था हो जाने विधा जाता है तो छूट रही की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गए किसी व्यतिक्रम की दृष्टि में, उन मूल सदस्यों के नामनिर्देशियों या विधिक वारिसों की जो यदि यह, छूट न दी गई होती हाँ उक्त स्कीम के अंतर्गत होते, वीमा कायदों के संदाय का उत्तरवाचित्र नियोजक पर होता।

12. इस स्कीम के प्रधीन आने वाले किसी सदस्य के मृत्यु होने पर भारतीय जीवन वीमा नियम, वीमाकृत राशि के हृकदार नाम-निर्धारिती/विधिक वारिसों को उस राशि का संदाय तत्परता से भीर प्रत्येक दृष्टि में हुर प्रकार से पूर्ण बाबे की प्राप्ति के एक भास के भीतर सुनिष्ठित करेगा।

[संख्या एस-35014/315/85- एस. एस.-४]

MINISTRY OF LABOUR

New Delhi, the 2nd January, 1986

S.O. 167.—Whereas Messrs. Indian Explosives Limited, (Explosives Division), 34, Chouringhee Road, ICI House, Calcutta-700071 (WB/8217) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/315/85-SS. IV]

का. प्रा. 168—पैसेंजर लैफमो लिमिटेड, मथुरा रोड, ब्रोडवा, नई दिल्ली-110020 (डी.एल/177) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण निधि अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्य या भविष्यम का संबंध किये जिन ही भारतीय जीवन वीमा नियम की सामूहिक वीमा स्कीम के अधीन जीवन वीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निषेप समवद वीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रबोग करते हुए और इससे उपाय अनुमति में विनिविष्ट शर्तों के अधीन इन द्वारे उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

प्रत्यक्षी

1. उक्त स्थापन के संबंध में नियोजक प्राविधिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरोक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरोक्षण भारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के छंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, वीमा भ्रीमियम का संवाद, लेखाओं का अंतरण, निरोक्षण प्रमारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की यहुसदया की भावा में उसकी मुद्द्य बातों का अनुबाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक वीमा स्कीम के राजस्व के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत अधिकारी भ्रीमियम भारतीय जीवन वीमा नियम को मंदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाएं हैं तो, नियोजक सामूहिक वीमा स्कीम के अधीन कर्मचारियों के उपलब्ध फायदों में रामुचित रूप से दृढ़िकी जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरूप हैं।

7. सामूहिक वीमा स्कीम में किसी वात के होने हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उम रकम से कम है जो कर्मचारी को उस दण में संदेय होती, जब उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिवेदिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बगवर रकम का संदाय करेगा।

8. भासूहिक वीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्राविधिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुपोक्त के बिना नहीं किया जाएगा और जहां किसी न शोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते ही संसाक्षण हो वहा, प्राविधिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण घट्ट करने का युक्ति-व्यवस्था अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन वीमा नियम को उम सामूहिक वीमा स्कीम के जिस स्थापन पहले अपना लूका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अंतर्गत कर्मचारियों को प्राप्त होने वाले फायदे किसी रौति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश नियोजक भारतीय जीवन वीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का संबंध करने में प्रयत्न रहता है, और पालिसी को अवगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रांगीयम के संदर्भ में किये गए किसी अधिकार की दशा में, जब भूत सरस्यों के नाम निर्देशितियों या विधिक बारिसों को, जो यदि यह छूट न दी गई होता तो उक्त स्तरों के अतर्गत होते, वीमा कार्यदार के संदर्भ का उल्लंघनापित्त नियोजक पर होता।

12. इन स्तरों के अधीन याने वाले पिर्सी सदस्य को मृत्यु होने पर भारतीय जीवन बाप: नियम बांधकांत रायिक हकदार नाम निर्वाचित विधिक बारिसों को उस रायिक संकाय तत्परता से और प्रत्येक दशा में हुर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भोतर सुनिश्चित करेगा।

[सद्या एस-ज-5014/316/85-प्र. एस-4]

S.O. 168.—Whereas Messrs Glaxo Laboratories (India) Limited, Mathura Road, Okhla, New Delhi-110020 (DL/1/7) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under

the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/316/85-SS. IV]

का.प्रा. 160—मैतर कलर चैम लिमिटेड, ग्र. रवीन्द्रनानंदसी, विनेश्वर बाड़ा रोड, 194, चर्चगेट रिम्लेमेन, बम्ही-20 (एम. एच.-/4094) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य पिति और प्रकीर्ण उपब्रह्म अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट प्रिय जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृष्ठक अभियाय या प्रीमियम का संदर्भ किए जिन्हीं, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक प्रनुक्त हैं, जो कर्मचारी निष्क्रीप सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उसे अनुशेय हैं;

अतः केंद्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त यक्षितयों का प्रयोग करते हुए और इससे उपब्रह्म अनुसूची में विनियिष्ट शर्तों के अधीन रखते हुए उक्त स्थापन की सीन वर्ष की प्रवधि के लिए उक्त स्कीम के सभी उपब्रह्मों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रविधिक भविष्य पिति आयु-कृत, महाराष्ट्र की ऐसो विवरणियों भेजेगा और ऐसे लेखा रखेगा स्थान निरंकार के लिए ऐसो सुविधाएं प्राप्त करेगा जो केंद्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदर्भ करेगा जो केंद्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संबंध,

लेखार्थी का अन्तरण, नियोजक प्रभारी संदाय भावि भी है, हीने जाले सभी अधिकारी द्वा वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया गया स्थापन की भविष्य निधि का पहले ही दरवाज़ा है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, मामूलिक बीमा स्कीम से मदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को अंदरतः करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदे याहाँ जाते हैं तो, नियोजक मामूलिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से शुद्धि की जाने की घवस्या करेगा जिसमें कर्मचारियों के लिए गामूलिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुशेष्य हैं।

7. मामूलिक बीमा स्कीम में किसी बात के हीने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम में कम है जो कर्मचारी को उस दशा में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता हो, नियोजक कर्मचारी के विधिक बासिन्दा/नामनिर्देशिकी को प्रतिक्रिया के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. गामूलिक बीमा स्कीम के उपलब्धियों में कोई भी मंशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के द्वारा पर प्रतिकूल प्रभाव पड़ने की संभावना हो थां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को आपना शुटिकोण स्पष्ट करने का यूकितपूर्वत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के प्रधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यवस्था हो जाने दिया जाता है तो यह रुपी रुपी की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गए किसी अनियन्त्रित की दशा में, उन मृत मरणों के नामनिर्देशिकीयों या विधिक बासिन्दों को जो यदि यह छूट न दी गई होती, तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तराधिकार नियोजक पर होगा।

12. इस संचय के अधीन अनेक बाले किसी मदस्य को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राणी के हक्कदार नामनिर्देशिकीयों/विधिक बासिन्दों को उस राणी का संदाय तत्परता से और प्रत्येक बाणी में दूर प्रकार से पूर्ण दावे को प्राप्ति के एक माम के भीतर मुनिष्यत करेगा।

[संख्या गण-35014/317/85-एस पर्स-4]

S.O. 169.—Whereas Messrs Colour Chem Limited, Ravindra Annex, Dinhswar Vachha Road, 194, Churchgate, Reclamation, Bombay-20 (MH/4094) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act):

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(317)/85-SS. IV]

का. आ. 170.—मैमर्से इन्डोर जिला को-आपरेटिव नेटवर्कलेप्सेंट बैंक लिमिटेड, 21-महाराणी रोड, इंदौर-452002 (एम पी./3119) (जिसे इसके पश्चात उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रकार्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विए जाने के लिए आवेदन किया है :

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभियाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुग्रह हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त अविकारों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिविष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के छंट (क) के अधीन समय-समय पर निर्दिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों सभी संदाय दावि भी है, होने वाले सभी व्यर्थों का बढ़न नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भावा में उमसी मूल्य बातों का अनुवाय, स्थापन के सूचना-पटट पर प्रवर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सवास्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के मदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संवर्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्लंघन करिये तो जाति है नो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध कायदों में सूचित स्पष्ट में वृद्धि की जाने की व्यवस्था परेंग जिसके कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसंधान हैं ।

7. सामूहिक बीमा स्कीम में किसी वास के बहुते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उस रकम से कम है जो कर्मचारी को उस वास में संदेश होती, जब वह उक्त स्कीम के अधीन होता हो तो नियोजक कर्मचारी के विधिक वारिस/नामनिवेशिती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्राप्ति आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना मही किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को ग्राना दृष्टिकोण स्पष्ट करने का व्यक्तियुक्त अवधार देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले छपना खुक्का है, अधीन सही रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है ।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत सारीख की सीरीज प्राप्ति का संदाय करने में प्रसकल रहता है, और पालिसी को व्यवस्था हो जाने दिया जाता है तो छूट रह की जा सकती है ।

11. नियोजक द्वारा प्राप्ति के संवाय में किये गए किसी अविकाम की वास में, उन सूत सदस्यों के नामनिवेशितीयों या विधिक आरिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तराधिक्षम नियोजक पर होगा ।

12. इस स्कीम के अधीन आगे बाये किसी सदस्य की सूत्य होने पर भारतीय जीवन बीमा नियम, बीम ब्रूत राशि के हुक्मार नामनिवेशिती/विधिक आरिसों को उस राशि का संदाय तत्पत्ता से और प्रत्येक वास में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर मुनिवित करेगा ।

पंक्ति एम-35014/322/85-एम. एस-4]

S.O. 170.—Whereas Messrs Indore District Cooperative Land Development Bank Limited, 21, Maharani Road, Indore-452002 (MP/3119) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का. प्रा. 171.—मैसेस—सुरत जिला को-प्रापरेटिव मिल प्रौद्योगिक पूनियन लिमिटेड, पी. बी. ए. 501, सुरत, सुरत-395008 (जी. जे./1319) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रावेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिनियम या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उड़ा रहे हैं प्रौद्योगिक कर्मचारियों के लिए ये कायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोग सहमद बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरोध हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवर्त योगियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियोगित भारी के प्रधीन रहते हुए उक्त स्थापन को तीन वर्ष की प्रवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबंधन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि प्रायुक्त गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रयोग मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के छान्ड (क) के अधीन समय-समय पर नियिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके असर्वात्मक लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, व.मा. प्रमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय प्राप्ति भी है, होने वाले सभी घटयों का अनु नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकारद्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भावा में उसकी मुख्य बातों का अनुबाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के प्रधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सवस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सबस्य के रूप में उसका माम सुरक्षा रखे और उसकी आधार भावशक प्रीमियम भारतीय जीवन बीमा नियम को सम्बल करेगा।

6. यदि उक्त स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के प्रधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से शुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के प्रधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधीन अनुबाद हैं।

7. सामूहिक बीमा स्कीम में किसी बात होते हुए भी, या किसी कर्मचारी की मृत्यु पर इस स्कीम के प्रधीन सम्बद्ध रकम उछ रकम से कम है जो कर्मचारी को उस दशा में सम्बद्ध होती, जब वह उक्त स्कीम के प्रधीन होता है, नियोजक कर्मचारी के विधिक आरिस/सामनिर्वाचिती की प्रतिकर के रूप में दोनों रकमों के अस्तर के बाहर रकम का सम्बद्ध करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रारंभिक भवित्व निधि ग्राहक गुजरात के पूर्व प्रनुगोदन के बिना नहीं किया जाएगा और आहों किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहने की संभावना हो वहां, प्रारंभिक भवित्व निधि ग्राहक, प्रपत्रा अनुमोदन देने से पूर्व कर्मचारियों को प्रपत्रा वृटिकोण स्पष्ट करने का मुक्तियुक्त घबराह देणा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रख जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सम्भाय करने में प्रसफल रहता है, तो पालिसी को अद्ययत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोक द्वारा प्रीमियम के सम्भाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिवेशितर्यों या विधिक वारिस को जो यदि यह, छूट तथा गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के सम्भाय का उत्तरदायिक नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हक्कदार नामनिवेशिती/विधिक वारिसों को उस राशि का सदाय तपतता से और प्रत्यक्ष दशा में हर प्रकार से पूर्ण वाधे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/321/85-एस. एस.-4]

S.O. 171.—Whereas Messrs Surat District Cooperative Mill Producers Union Limited, P.B. No. 501, Sumul, Surat-395008 (GJ/1319) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(321)/85-SS. IV]

का. आ. 172.—पैसर्स रेस्टर्स एंड कल्लीर मिटी कोप्परेटिव सोसायटी विलिंग, पड़ानी मेन रोड, वामराजपेट, बंगलोर-18 (के. एन./5630) (जिसे इसके पश्चात उक्त स्थापन कहा गया है) में कर्मचारी भवित्व निधि और प्रकारी प्रबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की वारा 17 की उपधारा (2क) के प्रधीन छूट दिए जाने के लिए प्रावेद्य किया है;

ओर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी प्रधक प्रमियम का सम्भाय किए बिना ही, भारतीय जीवन बीमा नियम का सामिक्रम बीमा स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से प्रविधि अनुकूल हैं, जो कर्मचारी नियोप सहबद बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के प्रधीन उन्हें प्रदूषयत हैं;

अतः कर्मचारी सरकार, उक्त अधिनियम की घारा 17 की उपाधा (2क) द्वारा प्रवर्त शर्कियों का प्रयोग करते हुए और इससे उपावद अनुमती में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्षों की भविष्य के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त कानूनी को ऐसी विवरणियों भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समयसमय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर सन्दर्भ करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपाधा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्वर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दर्भ लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दर्भ आदि भी है, होने वाले 'सभी अध्ययों का अन्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंक्षय की भाषा में उसकी मुख्य शार्तों का, अनुवाद, स्थापन के सूचनापट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छाट प्राप्त किसी स्थापन की भविष्य-निधि का पहले ही संवाद फायदों में समुचित रूप से बुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन कायदों से प्रधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुग्रह हैं।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से बुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन कायदों से समान रूपों के अन्तर के बावजूद रकम का सन्धारण करेगा।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की दृश्य पर इस स्कीम के अधीन संसदेय रकम उस रकम से कम है जो कर्मचारी को उस बात में सन्तुष्ट होता, जब वह उक्त स्कीम के अधीन होता सो, नियोजक कर्मचारी के विविक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बावजूद रकम का सन्धारण करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त कर्मचार के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभवता हो वहाँ प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना दृक्का है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रद्द की जा सकती है।

10. यदि किसी कारणबाट, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सन्धारण करने में असफल रहता है, तो पालिसी को व्यवधान हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्धारण में किए गए किसी व्यतिक्रम की बात में, उन मूल सदस्यों के नाम निर्वैशितियों या विविक वारिसों को जो यदि यह, छूट न दी द्वारा तो उक्त स्कीम के अन्वर्गत होते, बीमा कायदों के सन्धारण का उत्तरदायिक नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य को नृत्य होने पर भारतीय जीवन बीमा नियम, बीमाकूल राशि के हकदार नामनिर्देशिती/विविक वारिसों को उस राशि का सन्धारण तत्वरहत से और प्रत्येक दशा में हर प्रकार से पूर्ण वाले को प्राप्ति के एक नास के भीतर सुनिश्चित करेगा।

[क्रमांक ४८.-३५०१४/३२०/८५-एस.एस.-४]

S.O. 172.—Whereas Messrs Rangaswamy and Company, Bangalore City Cooperative Society Building, 1st Main Road, Chamarajpet, Bangalore-18 (KN/5630) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under

the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(320)/85-SS. IV]

का. आ. 173.—मैसर्स प्रिसिलन इलेक्ट्रोकाल एण्ड इलेक्ट्रोनिक प्रा. लिमिटेड 33-बी/ए., लकड़ी बाई नगर, इण्डस्ट्रियल एस्टेट, फोर्ट-इंडोर (एम. पी./2108) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) में कर्मचारी भविष्य निधि और प्रक्रिया उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा 17 की उपधारा (2क) के अधीन छूट दिया जाने के लिए आवेदन किया गया है;

और केन्द्रीय सरकार का सामाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिकाय या प्रीमियम का सम्बाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी निम्ने सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्राप्त हैं;

प्रत: केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद्वय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रदेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणों से जेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्विघ्न करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्धाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा 17 की उपधारा (3क) के अधीन समय-समय पर निर्विघ्न करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखान्मों का रखा जाता, विवरणों का प्रस्तुत किया जाता, बीमा प्रीमियम का सम्बाय, लेखान्मों का अन्तरण, नियोजित प्रभारों सम्बाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचनापट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य-निधि का पहले ही सवाय है, जिसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरत बदल करेगा और उसको बाबत भावशक प्रीमियम भारतीय जीवन बीमा निगम को सम्बलत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उत्तम फायदे द्वारा जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उत्तम फायदों में मधुमोदित रूप से बढ़ावा देंगे जो वह उक्त स्कीम के अधीन द्वारा नाम निर्दिष्ट नियोजक कर्मचारियों के विरुद्ध सामूहिक बीमा स्कीम के अधीन उत्तम फायदे उन कायदों से प्रतिक अनुरूप हैं, जो उक्त स्कीम के अधीन अनुरूप हैं।

7. मामूली बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मुख्य पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी कोउक्त दाता में संदेश होता, जह वह उक्त स्कीम के अधीन द्वारा नाम नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिकर के रूप में दोनों रकमों के प्रत्यर के बदावर रकम का सम्बाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रदेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल अभाव पहले की संभवता हो वहाँ, प्रदेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देते से पूर्व कर्मचारियों को प्रपना दृष्टिकोण स्पष्ट करने की युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका, हैं अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है तो पालिली को व्यपत द्वारा जाने विद्या जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किसी अविकल्प की दासा में, उन मध्य संबंधों के भीतर निर्देशिकायों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वाले कायदों के सन्दाय का उत्तराधित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सवाय को मुख्य होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तात्परता से और प्रत्येक दासा में हर प्रकार से पूर्ण वाले की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/324/85-एस. एस.-4]

S.O. 173.—Whereas Messrs Precision Electrical and Electronics Private Limited, 33-B/A Laxmibai Nagar, Industrial Estate, Fort, Indore (MP/2108) (hereinafter referred to as the said establishment) have applied for exemption

under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of the insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of all respects.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(324)/85-SS. 1V]

का. आ. 174.—मैसर्स न्यूजिलैंड (हिंदी) लिमिटेड, प्रिसिशन डाक्स, न्यूजिलैंड रोड, देवाप (एम. पी./६९४) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्या उपचार अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (२क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समझात हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में काफ़ी इत्तर रहे हैं और ऐसे कर्मचारियों के लिए ये काफ़ी उन काफ़ियों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्रदूषित हैं;

ग्रन्त: केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (२क) द्वारा प्रदत्त प्राप्तियों का प्रयोग करते हुए और इससे उपचार अनुमती में विनियित भारी के अवैत्त रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपचारों के प्रदर्शन से छूट देती है।

प्रत्यक्षरूपी

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि प्राप्ति सम्बन्ध प्रबोध का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियित करें।

2. नियोजक, ऐसे नियोजण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (३क) के अन्तर्गत (क) के अधीन समय-समय पर नियित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, नियोजण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की पति तथा कर्मचारियों की बढ़ुतंत्रया की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्र पर प्रदर्शित करेगा।

5. यदि कोई देसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य-निधि का पहले ही गवाय है, उसके स्थापन में नियोजक किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के मध्यस्थ के रूप में उसका नाम सुरक्ष दर्ज करेगा और उसकी बाबत भारतीय प्रीमियम भारतीय जीवन बीमा निगम को सन्दर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से बढ़ि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से भविक प्रभाव हों, जो उक्त स्कीम के अधीन भन्नेश्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश होती, तब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बावजूद रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि भायुक्त मध्य प्रदेश के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ते की संभवता हो यहाँ, प्रावेशिक भविष्य निधि भायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को प्रत्यना वृद्धिकोण स्पष्ट करने का युक्तिवृक्ष अवसर देगा।

9. यदि किसी कारणबाधा, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना लूका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होते वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणबाधा, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिसी को अपवत हो जाती जिया जाता है जो छूट रद्द की जाती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितीयों या विधिक वारिसों को वो यदि यह, छूट न दी गई होती तो उक्त स्कीम के मन्तर्गत होते, बीमा कायदों के सन्दाय का उत्तराधिक्य नियोजक पर होता।

12. इस स्कीम के अधीन प्राप्त वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से भीतर प्रस्तेक दशा में हर प्रकार से पूर्ण दर्दे की प्राप्ति के एक भास के भीतर भुतिष्ठित करेगा।

[संक्षि: पं. 35014/323/85-एस. एस. 4]

S.O. 174.—Whereas Messrs New Precision (India) Limited, Precision House, Station Road, Dewas (MP/694) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का, आ. 175.—मंसर्व एम. पी. स्टेट कॉमोडिटीज ट्रेडिंग कार्पोरेशन लिमिटेड बोर्ड आफ सेकेण्डरी एजेंसीज कैम्पलक्स, हृषीवर्ण, भोपाल (एम. पी./2890) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् प्रभियाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निषेच सहवाज बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उच्च अनुकूल हैं;

अतः नेत्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवस्त शक्तियों का प्रयोग करते हुए और ऐसे उपबद्ध अनुसूची में वित्तिरिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपलब्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरिष्ट करें।

2. नियोजक, ऐसे विवरण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के बाण (क) के अधीन समय-समय पर निरिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, वर्षा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है, होते वाले सभी घट्यों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित अं.मा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुसंधान की भाषा में उसकी मुख्य बातों का अनुचाव, स्थापन के सूचनापट पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के संदाय के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से बढ़िया जाने की अवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर, इस स्कीम के अधीन संवेद रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संवेद होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का युक्तिगुप्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना छुका है, प्रधीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम दो जाने हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिमी को अवगत हो जाने दिया जाना है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-कम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा कायदों के संदाय का संदाय का उत्तराधिकृत नियोजक पर हीगा।

12. इस स्कीम के अधीन भाले किसी वस्तु होने पर भारतीय जीवन बीमा निगम, बीमाछुत राशि के हफदार नामनिर्देशिती/विधिक वारिसों को उस राशि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. एम-35014/328/85-एम. एस.-4]

S.O. 175.—Whereas Messrs. Madhya Pradesh State Commodities Trading Corporation Limited, Board of Secondary Education Campus, Habibganj, Bhopal (MP/2890) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employee's Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, fore any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominal legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014 (328)|85 SS. IV]

का. आ. 176:—मैसर्सै सैन्युरी स्प्रिंग एण्ड मैन्यूफैक्चरिंग कंपनी लि. सैन्युरी भवन, डा० अन्नीश बासन्त रोड, बम्बई-400025 (एम. एच/4269) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रक्रीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 के उपबन्ध (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या भ्रातीयम का संदाय किए बिना ही, भारतीय जीवन बीम निगम की सामूहिक बीम स्कीम के अधीन जीवन बीम के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उम कायदों से अधिक अनुकूल हैं, जो कर्मचारी निक्षेप महवद बीमा स्कीम, 1976 (जिसे इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरूप हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपबन्ध (2क) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए और इसमें उपबन्ध अनुसूची में विनिविष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐनी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर मिर्चिट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपबन्ध (3क) के खण्ड (क) के अधीन समय-समय पर मिर्चिट करें।

3. सामूहिक बीमा स्कीम के प्रकाशन में, जिसके अन्वर्णत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा भ्रातीयम का संदाय, लेखाओं का अन्तर्ण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहुन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तथा उम संशोधन की प्रति तथा कर्मचारियों की बक्सुसंघ की भाषा में उसकी मुख्य वार्ताओं का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरत वर्ज करेगा और उसकी बाबत आवश्यक भ्रातीय भीवन बीमा निगम की संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे वहाँ जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित रूप से वृद्धि की जाने की घटवस्था करेगा। जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरूप हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उम रकम से कम है जो कर्मचारी को उस बात में संवेद होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विविध बारिस/नामनिर्देशिती की प्रतिकर के रूप में दोनों रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीम निगम को उम सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना अनुरूप है, अधीन नहीं रह जाने हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाते हैं, तो यह छूट रह का सकती है।

10. यदि किसी कारणबाट, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत लागीक के भीतर प्रीमियम का संदाय करने में असफल रहता है, तो पालिती को व्यवस्था हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अवृत्तिकृ वी दशा में, उम मृत सदस्यों के नामनिर्देशियों या विधिक बारितों को जो यदि यह, छूट न दी गई होती सो उक्त स्कीम के अस्तित्व होते, बीमा कायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशियों/विधिक बारितों को उस राशि का संदाय तत्पत्ता से और प्रथेक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक भास के भीतर सुनिश्चित करेगा।

[प. एस-35014/325/85-एस. एस.-4]

S.O. 176.—Whereas Messrs. Century Spinning and Manufacturing Company Limited, Century Bhaven, Dr. Annie Besant Road, Bombay-400025 (MH[4269]) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by subsection (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available

under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their in point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominees/heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(325)|85-SS, IV]

का. पा 177 :—पैसर्ट हिंडियन अल्युमिनियम कम्पनी लिमिटेड, 1-मिडिलटोन, कलकत्ता-700071 (डब्ल्यू बी./5137) और 39-बी. बी. रोड बैंकर मठ, हावड़ा-पश्चिम बंगाल में बिल्ड फैक्टरी भवित (डब्ल्यू बी./185) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी अधिक नियम प्रकार उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की द्वारा 17 की उपधारा (2क) के प्रधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिकार या श्रीमियम का संदाय किए जाना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के प्रधीन जीवन बीमा के रूप में कायदे उठे रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उक्त कायदों से अधिक अनुकूल हैं, जो कर्मचारी नियोप सहबद्ध बीमा स्कीम 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के प्रधीन उन्हें प्रत्युत्तम हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की द्वारा 17 की उपधारा (2क) द्वारा प्रदत्त गतियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनियिष्ट गती के प्रधीन रहते हुए उक्त स्थापन को नीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक अविष्य निधि आयुक्त पश्चिम बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करे।

2. नियोजक, जैसे निरीक्षण प्रभारी का प्रत्येक वास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अनुच्छेद (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके प्रन्तर्गत नेतृत्वाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, नेतृत्वाओं का अन्तरण निरीक्षण प्रभारी संदाय आदि भी है, होने वाले सभी व्ययों का उक्त नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति नवा कर्मचारियों की बहुसंख्या की जांच में उसकी मूल्य बातों का अनुदाय, स्थापना के मूल्यनापद्धति पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भवित्व निधि का या उक्त अधिनियम के अधीन छूट प्राप्त कियी स्थापन की भवित्व निधि का पहले ही सबस्थ तो, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सबस्थ के रूप में उसका नाम तुरन्त बदल करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुक्ति रूप से बढ़िया की जाते की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उस फायदों से प्राप्ति के अनुकूल हों, जो उक्त स्कीम के अधीन अनुदाय है।

7. सामूहिक बीमा स्कीम में किसी भात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वार्तास/नामनिर्णयिता की प्रतिक्रिया के रूप में उसी रकमों के अन्तर के बाबत रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपलब्धियों में कोई भी संशोधन, प्रादेशिक भवित्व निधि आयुक्त परिवर्तन बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी मंशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भवित्व निधि आयुक्त, अपना अनुमोदन देने में पूर्व कर्मचारियों को आपना वृष्टिकोण व्यष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले प्रपना द्या गया है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तरीके के भीतर प्रीमियम का संदाय करने में अवकाश रहता है, तो पालिसी को व्यवस्था हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम की दणा में, उत्तम मुद्रस्थों के नामनिर्णयिताओं या विधिक वार्तासों की जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सबस्थ को मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकूल राशि के हकदार मामनिर्णयिता विधिक वार्तासों को उम राशि का संदाय स्वतंत्रा से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति को एक साम के भीतर मुनिविक्त करेगा।

S.O. 177.—Whereas Messrs, Indian Aluminium Company Limited, 1 middleton Street, Calcutta-700071(WB/5137) and its factory at 39 G.T. Road, Belur Math, Howrah-West Bengal (WB/185) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employer who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the Policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(326)] 85-SS. IV]

का. आ. 178.—मैसर्स मंगलोर फैसिलेट्स पर्टीलाइजर सिलिंटर, किरराज मैसन, 10/2, कस्तुरबा रोड, मंगलोर—560001 (क. एन./6937) (जिसे इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपलब्ध भवित्वियम, 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त भवित्वियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक भवित्विय या भवित्वियम का संदाय किए जिन ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उड़ रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी मिलेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुरोध हैं;

अतः केन्द्रीय सरकार, उक्त भवित्वियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायद अनुसूची में विनियिष्ट गती के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भविष्य निधि आयुक्त कर्नलिंक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी गुरुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त भवित्वियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा भवित्वियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुभेदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वहुसंख्या की भाषा में उपके मुख्य वार्ताओं का अनुवाद, स्थापन के सूचना पट्ट पर प्रशिक्षित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त भवित्वियम के अधीन छूट प्राप्त कियी स्थापन की भविष्य निधि का पहले ही संदर्भ है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के संदर्भ के रूप में उम्मा नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक भ्रीमियम भारतीय जीवन बीमा नियम को सदृश करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बदला जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में ममुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुरोध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उम्मा वाला में संदेय होती, तब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/तासमिलेशनी की प्रतिक्रिया के रूप में दोनों रकमों के अन्तर के बावर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रावेशिक भविष्य निधि आयुक्त कर्नलिंक के पूर्व अनुभोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पहले की संभावना हो वहाँ, प्रावेशिक भविष्य निधि आयुक्त, प्रपत्ता अनुभोदन देने से पूर्व कर्मचारियों को प्रपत्ता दृष्टिकोण स्वरूप करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणादण, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले प्रपत्ता दृष्टा है, अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह जा सकती है।

10. यदि किसी कारणादण, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर भ्रीमियम का संदाय करने में प्रमाणल सहृदा है, तो पालिसी को अवगत हो जाने दिया जाता है सो छूट रह की जा सकती है।

11. नियोजक द्वारा भ्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामिलेशनियों या विधिक वारिसों की जो यदि यह छूट नहीं गई हो तो उक्त स्कीम के अन्तर्गत होते, बीमा कायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी मदस्य को मृत्यु हुने पर भारतीय जीवन बीमा नियम बीमाकृत राशि के दृक्षार नामिलेशनी/विधिक वारिसों को उस राशि का संदाय तबतक से जौर प्रत्येक दशा में दूर प्रकार से पूर्ण दर्दे की प्राप्ति के पाक मास के भीतर मुश्यिक्षित करेगा।

[सं. एस-35014/329/85-प्रस-4]

S.O. 178.—Whereas Messrs. Mangalore Chemicals and Fertilisers Limited, Khiraj Mansion, 10/2 Kasturba Road, Bangalore-560001 (KN/6937) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving this approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(329)/85-SS.IV]

का. प्रा. 179--मेमर्स भारत हैरों इवेक्टिकल लिमिटेड, पिपलानों भोपाल (एम. पी./657) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि श्रोत्र प्रकार उपर्युक्त अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) का धारा 17 का उपधारा (2ब) के प्रधान छूट दिए जाने के लिए मार्गदर्शन किया है;

झोर केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के नियमित कर्मचारी, किस पृथक् भविष्यावाय या प्रमियम का संधाय किए बिना हूँ, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के इष्टंत जीवन बीमा के रूप में कायदे उड़ा रखे हैं और ऐसे कर्मचारियों के लिये ये कायदे उन कानूनों से अविकल अनुकूल हैं, जो कर्मचारी निष्क्रिय सहभाव बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्थीम कहा गया है) के अधिन उन्हे अनुग्रह हैं;

अत. केन्द्रीय सरकार, उक्त अधिनियम का धारा 17 की उपधारा (2ब) द्वारा प्रदत्त अक्षियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनियिष्ट शर्तों के अधीन रहने हुए उक्त स्थापन के नियमित कर्मचारियों को तंत्र वर्धकी की अवधि के लिए उक्त स्कीम के सर्वोत्तम प्रबलता से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्राविधिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां सेजेगा और ऐसा लेखा रखेगा तथा निर्देशन के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निर्देशन प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अंडे (क) के अधीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाधीनों का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रमियम का संदाय, लेखाधीनों का अन्तरण, निर ज्ञान प्रभारों संदाय आदि भी है, होने वाले सभी घट्य का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों को एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उम्मीदोंधन की प्रति तथा कर्मचारियों को बहुमंजुषा की आशा में उसकी मुद्रण बारीं का अनुवाद, स्थापन के सूचनाएँ पर प्रवर्णित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षा वर्षे करेगा और उसकी बाबत आवश्यक प्रीमियम आरंभीय जीवन बीमा नियम को सम्बल करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बदले जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समुचित स्पष्टि की जाने की अवधि करेगा जिससे कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों से अधिक अनुकूल हों, जो उक्त स्कीम के प्रधान अनुसूची हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कॉम के अधिन संदेश उस रूपमें कम है जो कर्मचारी को उस बात में संदेश होत जब वह उक्त स्कॉम के प्रधान होता तो, नियोजक कर्मचारियों के विधिक यारिस/नामनिर्देशिकों की प्रतिक्रिया के रूप में दोनों रकमों के घन्टर के बाराथर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपर्युक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रारंभिक भविष्य नियंत्रित नहीं किया जाएगा, अपना अनुमोदन देन से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यकृत्युक्त अवक्षर देगा।

9. यदि किसी कारणबाट, स्थापन के कर्मचारी, भारतीय जीवन बीमा नियंत्रित हो उस सामूहिक बीमा स्कॉम के, जिसे स्थापन पहुंचे अपना दूका है, अपना नहीं रह जाते हैं, या इस स्कॉम के अधीन कर्मचारियों को प्राप्त होने वाले कार्यद किसी रात से कम हो जाते हैं, तो वह छूट रह की जा सकता है।

10. यदि किसी कारणबाट, नियोजित भारतीय जीवन बीमा नियंत्रित हो तारख के प्रातिर विभिन्न का संदाय करने में असफल रहता है, तो पालिसी को अपग्रेड हो जाते दिया जाता है जो वह छूट रह की जा सकता है।

11. नियोजित द्वारा प्रीमियम के संदाय में किए गए किसी अतिक्रम का दबाव में, उन मूल सवालों के नामनिर्देशिकों या विधिक बारिसों को जो यदि वह छूट न दे गई होता, तो उक्त स्कॉम के अधीन होते, बीमा कार्यवालों के संदाय का उत्तराधिक नियोजित पर होता।

12. इस स्कॉम के अधिन आने वाले किसी सवाल को मृत्यु होने पर भारतीय जीवन बीमा नियंत्रित होने वाले विधिक बारिसों को उच्च यारिस का संदाय तत्पत्ता से भारत प्रधान वयों में हर प्रकार से पूर्ण रावं की प्राप्ति के एक भाव के भीतर सुनिश्चित होता।

[रिक्ष्या एस-35014/327/85-एस. एस-५]

S.O. 179.—Whereas Messrs. Bharat Heavy Electrical Limited, Pipplani, Bhopal (MP/687) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2B) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the regular employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2B) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the regular employees of the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

4. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[INo. S-35014(327)185-SS. IV]

का. आ. 180--मेसर्स . . . पी. सी. ए. लेबोरेटरीज विमिटेड, 43-कार्पोरेशन, इंडस्ट्रीजल स्टेट, काण्डीबाली (परिचय) बम्बई-67 (एम. एच. 1419) (जिसे इसके पश्चात् उन स्थापन कहा गया है) ने कर्मचारी भविष्य नियंत्रित और प्रशोधन उपर्युक्त भविष्यितम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उन अधिनियम कहा गया है) को भारत 17 को उपधारा (३८) के अधीन छूट दिए जाने के लिए आवेदन किया है।

ओर केन्द्रीय सरकार का समाधान हो गया है कि उन स्थापन के कर्मचारी, किसी पृथक अभियान या प्रीमियम का संदाय किए जिन्होंने भारतीय जीवन बीमा नियंत्रित वीमा स्कॉम के अधिन जीवन बीमा के रूप में कार्यदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कार्यदे उन फायदों से अधिक अनुकूल हैं, जो कर्मचारी नियंत्रित सहवाल बीमा स्कॉम, 1976 (जिसे इसके पश्चात् उन अधिनियम कहा गया है) के अधीन उन्हें अनुदेश है।

प्रति केन्द्रीय सरकार, उक्त भवित्वनियम की घारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का ब्रयोग करते हुए और इससे उपालब्ध महायुक्त विनियोजित शर्तों के अधीन इसे हुए उक्त स्थापन को तंत्र वर्ण को अवधिक के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रावेशिक भवित्व निधि आयुक्त महायाकृष्ण की देना विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा नियोजक के लिए ऐसी सुविधाएँ प्रशान्त करेगा जो केन्द्रीय सरकार, संघ-समय पर नियोजित करें।

2. नियोजक, ऐसे नियोजक प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त भवित्वनियम की घारा 17 की उपधारा (3क) के लंबे (क) के अधीन समय-सलाय पर नियोजित करें।

3. सामूहिक वीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, वीमा भवित्वनियम का संदाय, लेखाओं का अन्तरण, नियोजक प्रभारी का संदाय भवित्वी है, होने वाले सभी घट्य का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित वीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन का प्रति तथा कर्मचारियों की बहुमत्त्वा की भाषा म उसकी मूल्य बातों का अनुबाद, स्थापन के सूचनापृष्ठ पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भवित्व निधि का या उक्त भवित्वनियम के अधीन छूट प्राप्त किया स्थापन के भवित्व निधि का पहले ही संदेश है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक वीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बदल करेगा और उसकी जावन आयोजक प्रभारी की भाषा म उसकी मूल्य बातों का अनुबाद, स्थापन के सूचनापृष्ठ पर प्रकाशित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे दिया जाते हैं तो, नियोजक सामूहिक वीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्बुद्धि रूप से वृद्धि की जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक वीमा स्कीम के अधीन उपलब्ध उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुकूल हैं।

7. सामूहिक वीमा स्कीम में किसी बात के होने हुए स्थीर, यदि किसी जावनारी ने महायुक्त महायाकृष्ण के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के लिए पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भवित्व निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दूषिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

8. सामूहिक वीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रावेशिक भवित्व निधि आयुक्त महायाकृष्ण के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के लिए पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावेशिक भवित्व निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दूषिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणकारण, स्थापन के कर्मचारी आरतीय जीवन वीमा नियम को उस सामूहिक वीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रख जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रही जा सकती है।

10. यदि किसी कारणकारण, नियोजक भारतीय जीवन वीमा नियम द्वारा नियन्त्रित तारीख के भीतर प्रभारी का संदाय करने में असफल रहता है, तो परिजीती को अपग्रेड हो जाने दिया जाता है तो छूट रही जा सकती है।

11. नियोजक द्वारा भवित्वनियम के संदाय में किता गया विभीत व्यवस्था में, उन मूल सवालों के नामनिर्देशियों या विधिक वारियों को जो यदि यह छूट न दी गई द्वारा तो उक्त स्कीम के अंतर्गत होते, तो वीमा फायदों के संदाय का उत्तराधिकार नियोजक पर होता है।

12. इस स्कीम के अधान आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन वीमा नियम, वामाकृत राशि के हक्कावार नामनिर्देशित विधिक व्यापारों को इस राशि का संदाय तत्परता से और प्रत्येक व्यापा में हर प्रकार से पूर्ण दावे का प्राप्त करने के भावने सुनिश्चित करेगा।

[मंधा एस-35014/318/65-एम. एम-4]

S.O. 180.—Whereas Messrs. I.P.C.A. Laboratories Limited, 48, Kandivli Industrial Estate, Kandivli (W), Bombay-6/ (MH/1419) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/318/85-SS-IV]

का. आ. 181.—मैसर्ट फैक्टो इंडियन फार्मसिटिकल लिमिटेड, रजि. ऑफिस २०-शाकटर ई. मौसिस रोड, बम्बई-४०००११ (एम. एच./३९४१) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकार्ण उपबंध अधिनियम, १९५२ (१९५२ का १९) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की घारा १७ की उपचारा (२क) के अधीन छूट विए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्य या प्रीभियम का संदाय किए जिन्होंने ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन कायदों से अधिक अनुकूल हैं, जो कर्मचारी निषेप सहृदय बीमा स्कीम, १९७६ (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उक्त अनुसूची हैं;

प्रत. केन्द्रीय सरकार, उक्त अधिनियम की घारा १७ की उपचारा (२क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद अनुसूची में विनिर्दिष्ट गतों के अधीन रहते हुए उक्त स्थापन को दीन वार्ष की प्रथवि के लिए उक्त स्कीम के सभी उपबंधों के प्रबंधन से छूट देतो है

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियों देजेगा और लेखा रखेगा तथा निरीकण के लिए ऐसी मुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, सभग-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीकण प्रभारों का प्रत्येक मास की समाप्ति के १५ दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की घारा १७ की उपचारा (३क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत नेतृत्वाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीभियम का संदाय, सेवाओं का अस्तरण, निरीकण प्रभारों का संदाय भावि भी है, होने वाले अभी अधिकारी जो बहुम नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कमां उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुमत की भावि में बासां का अनुबंध, स्थापन के सूचना-पृष्ठ पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्राप्तियम भारतीय जीवन बीमा निगम को अद्दत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से बुद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक प्राप्त हों, जो उक्त स्कीम के अधीन अनुमोदित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस बाणी में संवेद्य होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े जो अंसाक्षण हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यूक्तिपूर्वक अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीत से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा निश्चित तारोंके अंतर भ्रीमियम का संदाय करने में भ्रासफल रहता है, और पालिसों को अपनात हो जाने विद्या जाता है तो यह छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीभियम के संदाय में विए गए किसी व्यतिक्रम की बाणी में, उन मृत भवस्यों के नामनिर्देशितीयों या विधिक वारिसों को जो यदि यह छूट न दो गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य के मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाइक रायि के हकदार नामनिर्देशिती/विधिक वारिसों को उस रायि का संदाय तत्परता से और प्रत्येक दशा में हर प्रकार में पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[लंगा एप्प-३५०१४/३१८/८५-एस-एस-]

S.O. 181.—Whereas Messrs. Franco Pharmaceutical Limited, Registered Office, 20, Dr. E.Moses Road, Bombay-400011 (MH/3941) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of a employee the amount payable under this Scheme be less than the amount that would be payable had, employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/319/85-SS. 1V]

तर्फ विली, 3 जनवरी, 1986

का. प्रा. 182.—मैसर्ट प्रशांत शोसना नेयमेटिक्स लिमिटेड, ए-11, एडिशनल नासिक इंडस्ट्रियल एस्टेट, धरमगढ़, नासिक-422010 (एमप्ल/21218) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उत्पन्न अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के प्रधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभियांत्रिय या प्रीमियम का संदाय प्रिए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से मधिक प्रतुकूल हैं, जो कर्मचारी निकोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञा है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए और इस उपावद्ध मनुसूची में विनियिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपभंगों के प्रबर्तन से छूट देती है।

मनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रबोधिक भविष्य निधि आयुक्त, मनुसूची को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुविधाएं प्रवान करेगा जो केन्द्रीय सरकार, समय-समय पर नियिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भास की समाप्ति के 15 दिन के भीतर संदाय प्राप्त करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 का उपधारा (3क) के अंतर्गत (क) के अधीन समय-समय पर नियिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का गंदाय आदि भाव है, होते वाले सभी घटयों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की वक्तुसंक्षेप की भावाएं उसकी मात्र यातों का धनुषाव, स्थापन के सूचना-पट्र पर प्रदर्शित करें।

5. यदि कोई ऐसा कर्मचारी भविष्य निधि वा या उक्त अधिनियम के अधीन छूट प्राप्त किया स्थापन के भविष्य निधि का पहले ही संदाय है, तभी स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्यों के सभी उपका न.म. मुद्रन दर्ज करेगा और उनकी बाबत अधिष्यक प्रीमियम भारतीय जीवन बीमा निगम को दर्दन करेगा।

6. दरि उत्तर स्कीम के अधीन कर्मचारियों को उपलब्ध कायदे बड़ा जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध कायदों में समृच्छा हप से बढ़ि का जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध कायदे उन कायदों में अधिक अनुकूल हों, जो उक्त रक्ताम के अधीन अनुमेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेश रकम उम रकम से कम है जो कर्मचारी की उस दशा में संदेश होती, जब वह उत्तर स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक धार्यत/नामनिर्देशिती की प्रतिक्रिया के रूप में दोनों रकमों के अन्दर से बराबर रकम को संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक अधिकारी आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पहुंचे की संभावना हो वहाँ, प्राविधिक अधिकारी आयुक्त, प्रपत्ता अनुमोदन देने से पूर्व कर्मचारियों को अपना यूटिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणात्मक स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम की उम गाहक बीमा स्कीम के, जिसे स्थापन पहले अपना लूका है, अधीन नहीं रह जाने हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले कायदे किसी रीत से कम हो जाने हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणात्मक स्थापन के कर्मचारी, भारतीय जीवन बीमा नियम द्वारा नियत नारीख के भान्तर प्रोमियम का संदाय करते में असफल रहता है, और पालिसी को व्यवस्था हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रोमियम के संदाय में किए गए किसी अतिक्रम की दशा में, उन मृत गदस्थों के नामनिर्देशियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उत्तर स्कीम के अन्तर्भूत होते, बीमा कायदों के संदाय का उत्तराधिकार नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाबून राशि के लूकार नामनिर्देशिती/विधिक वारिसों को उम राशि का संदाय लक्ष्यरता से और प्रत्येक दशा में हर प्रकार ने पूर्ण दाके भी प्राप्ति के एक मास के भान्तर सुनिश्चित करेगा।

【वल्या एम-35014/340/85-एस. एम-】

प. के. भट्टगाई, अवर मन्त्रित

New Delhi, the 3rd January, 1986

S.O. 182.—Whereas Messrs. Prashant Khosla Pneumatics Limited, A-11, Ambad Additional Industrial Area, Nasik-422010 (MH/21218) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment or premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

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SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employee under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(340)85-SS. IV]

A. K. BHATTARAI, Under Secy.

नई विल्स, 6 जनवरी, 1986

का. आ. 183.—ओदीगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के मतुसरण में, केन्द्रीय सरकार बैस्टने रेलवे राजकोट के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निश्चित ओदीगिक विवाद में ओदीगिक अधिकरण महमदाबाद, गुजरात के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-12-85 को प्राप्त हुआ था।

New Delhi, the 6th January, 1986

S.O. 183.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, Gujarat as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Railway Manager, Western Railway, Rajkot and their workmen, which was received by the Central Government on the 20th December, 1985.

BEFORE SHRI C. G. RATHOD, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL) AT AHMEDABAD

Reference (ITC) No. 19 of 1985

Adjudication

BETWEEN

DRM W. Rly., Rajkot.

AND

Their workmen employed under them.

In the matter of granting and thereafter debiting leave of 16-3-1984.

APPEARANCES :

Shri P. R. Kotty—for the Railway Administration.

Shri B. K. Sharma—for the Union.

AWARD

This industrial dispute between DRM W. Rly., Rajkot and the workmen employed under them has been referred to me for adjudication as a Presiding Officer under Section 10 of the Industrial Disputes Act, 1947, by the Desk Officer of the Government of India Ministry of Labour's No. L-41011(21)/84-D-II(B) dated 16th April, 1985.

2. The dispute relates to a single demand which is as under :—

"Whether the action of the DRM, W. Rly., Rajkot in granting holiday for 16-3-84 and thereafter debiting the leave of the 11 employees shown in the Annexure towards the said holiday is justified? If not, to what relief they are entitled ?

ANNEXURE

1. Shree Madan Singh Roop Singh.
2. „ Kalu Singh Becher Singh.
3. „ Amar Singh B.
4. „ Kesari Singh U.
5. „ Laxman Singh Desur Singh.
6. „ Zalam Singh Roop Singh.
7. „ Dor Singh B.
8. „ Mahendra Singh U.
9. „ Kalu Singh Pratap Singh.
10. „ Rajhu Singh P.
11. „ Laxman Singh Shiv Singh."

3. The second party viz. Pashchim Railway Karamchari Parishad (hereinafter referred to as 'the Union') has filed its statement of claim as under :—

That the 11 employees as reported claimed in the statement of claim were working under the Inspector of Works, Western Railway, Himatnagar of Divisional Railway Manager, Western Railway, Rajkot. It is their case that they were physically present and offered themselves for the work at Himatnagar but they were not taken on duty on 16-3-1984 but were marked absent by the Railway and their wages were not paid. It is also their case that out of these 11 labourers one Shree Door Singh B. had worked as Valveman at Himatnagar Station Yard and one Shree Laxman Singh had worked with the mason Shri Chanduji S. on Idar Railway Station on 16-3-1984 but inspite of the same, they were also marked absent. It is further their case that initially they were not paid their wages for 16-3-1984, 17-3-1984 and 18-3-1984 at the time of regular payment. But it is their say that they were paid their wages for this period afterwards. It is, however, their grievance that so far as 16-3-1984 is concerned, the Railway Administration has wrongly debited one day's leave. 17-3-1984 was a national holiday being Holi and 18-3-1984 was a Sunday their scheduled rest. It is the say of the Union that the Railway has made an unauthorised deduction from their wages; that the labourers had not given any consent for such deduction and that even as per the Payment of Wages Act, it is illegal as only deduction shown in the schedule can be made. The Union has, therefore, prayed that the leave debited be credited in their leave account; that the maximum compensation for delayed and unauthorised deduction be paid to each employee and that the cost of the present reference also be allowed.

4. The Railway Administration, in the present reference viz., Divisional Railway Manager, Western Railway, Rajkot has filed his written statement to the aforesaid statement of claim at Fx. 4 and contended inter alia that the labourers under the Inspector of Works, Himatnagar, shown inclination to be away from work from 15-3-1984 even by ignoring the allotted duties as they were in the mood of enjoying Holi. It is further contended that their immediate supervisor viz. Inspector of Works, Himatnagar, therefore, accepted the personal request of labourers to avail holiday on 16-3-1984 and 17-3-1984. It is also contended that since 17-3-1984 was the only date where holiday was declared for holi, under the rules the casual labourers who were allowed to enjoy holiday could not have the benefit of holiday on 16th March, 1984, though the same was allowed by the subordinate on the request of the labourers. It is further contended that the labourers in fact remained away from work for enjoying Holi on 16-3-1984. It is also contended that if they had intention to do the job and not to avail holiday, the labourers ought to have disagreed to have holiday on 16-3-1984 and turned up for the work. It is also contended that since no work was done, the only alternative left to the administration was to consider the day as leave due. Further it is contended that there is no provision of rules to treat such days where no work was done as duty.

5. In the present reference, the Railway Administration led oral evidence by examining one Shri Madhukar Raghunath Phanse who was working as Supervisor at Himatnagar, vide Fx. 10. No oral evidence was led on behalf of the Union.

6. Mr. B. K. Sharma, the Secretary of the Union appeared for the Union and Mr. P. R. Kotty appeared for the Railway Administration and after the close of the evidence I have heard their arguments.

7. The only question that requires to be considered is whether the Divisional Railway Manager, Western Railway, Rajkot was wrong in debiting the leave of 11 persons after first granting the holiday on 16-3-1984 and, if yes, what relief the said employees are entitled to.

8. My answer to the aforesaid question is that the Divisional Railway Manager, Western Railway, Rajkot was not wrong in debiting the leave of the 11 employees and as such, the 11 employees are not entitled to any relief.

REASONS

The short question in the instant case is whether the 11 employees referred to in the statement of claim were granted a holiday on 16-3-1984 and, if so, whether the Railway Administration was justified in debiting the leave the 11 employees towards the said holiday. The facts of this case though simple are little curious, inasmuch as, if we were to refer to the statement of claim made by the Union, it is their positive say that the Divisional Railway Manager, Rajkot had not taken these labourers on duty on 16-3-1984 though they were physically present and offered themselves for the work at the place of work well within time. Now if this be their case what is the evidence to show the same. Unfortunately none of the employees stepped into the witness box and deposed on oath as regards the truthfulness of the statement made in the statement of claim. It is further their say in the statement of claim that not only 11 persons had offered themselves for the work but out of these 11 persons two persons viz. Dor Singh B had worked as a Valveman at Himatnagar on 16-3-1984 and that one Laxman Singh S. had also worked with the mason Shri Chanduji at Idar on 16-3-84. The Union had called for the Muster Roll and it is produced by the Railway Administration at Ex. 9 and it goes to show that Dor Singh and Laxman Singh were shown as not present on 16-3-1984. It is unfortunate that the Union did not think it fit to examine even these two persons who according to the Union had actually worked at Himatnagar and Idar respectively. There is no earthly reason why the Railway Administration should not have marked them present if they had actually worked on 16-3-1984. The evidence of Mr. Phanse on behalf of the Railway Administration is clear on the point and we find from his evidence that these persons did not work on 16-3-1984. In the circumstances, I have no reason not to believe the evidence of Mr. Phanse on the point.

10. Mr. Phanse at Ex. 10 has deposed in his evidence that the labourers in question were entrusted the work of taking coal from engine shed to the workshop and Jamadar Dalpat-sing and Chhaganlal Mistry were keeping watch on the work in question. It is further his say that these labourers were working on 15th March, 1984 and at about 2.00 P.M. they requested him to grant holiday on 16-3-1984 after taking work from them for about an hour. He further states in his evidence that he told them that they may work for half a day and then he will permit them to go. But in the meantime the labourers went away without completing the work at about 4.30 P.M. He says that he sent a letter in writing through Jamadar which is at Ex. 8. The main grievance of the Union is that in this letter the Inspector of Works at Himatnagar besides stating that the workers had run away after leaving the materials, steam coal, disobeying the orders of MAT and it is further stated that as 16-3-1984 was Holi Holiday they may enjoy the same. It is true that there appears some lapse in stating as above. Mr. Phanse Ex. 10 on behalf of the Railway Administration has deposed in his evidence that as these persons wanted some leave the holiday was also given to them on 16-3-1984 but in fact it was a restricted holiday. He has stated that he did not mention in the letter that if they wanted leave, they should apply for the same but since 17-3-1984 was a holiday, the present holiday was not a holiday as of a right. In this connection Mr. Sharma, the learned representative of the Union has tried to urge before me that the Railway Administration though paid the wages for 16-3-1984 they have debited the same as leave due. But that action of the railway was not correct. As I have stated earlier, I am unable to accept the contention of the learned representative of the Union, firstly, on the ground that they have not offered themselves for work on 16-3-1984 though it is their case that they have offered themselves for work. In fact they led no evidence on the point. Secondly, they also did not apply for leave. Therefore, originally, the wages were not paid for 16-3-1984 as 17-3-1984 was a Holi holiday and 18-3-1984 was a Sunday and the labourers were entitled to only both these holidays with full pay. But it can not be said so far as 16-3-1984 holiday was concerned. It appears that the workers had left the work and as they wanted to go on holiday the Inspector of Works at Himatnagar might have informed them that it may be treated as holiday but it does not mean that the workers were entitled to wages of that day. If really

they had offered for work, it appears that the Railway Administration had sufficient work for them to provide as it is the case of the Railway Administration that even on 15-3-1984 there was more than sufficient work and that the labourers had left the work without completing the same. In the circumstances, the Union is not entitled to reliefs viz. that the said leave be also considered as leave with pay. No doubt, in this case the payment has been made but the leave has been debited and that action of the Railway Administration appears to be legal. Mr. Sharma has contended that the deductions made by the Railway Administration initially is illegal as per the Payment of Wages Act. In my opinion, that is not the question for me to be decided at this stage. In the instant case I am only required to decide as to whether the action of Railway Administration in debiting the leave of the 11 employees as shown in the Annexure towards holiday dated 16-3-1984 is legal and proper. In my opinion when the labourers did not work, there was no question of any payment and the principle 'no work, no pay' would be applicable. It has not been shown by the Union that they were entitled to the leave on 16-3-1984 as of a right. It is not their case even. In fact, as stated above, their case is that they had offered for work on 16-3-1984 but they have not been allowed to work. But as stated above, for the said statement there is not an iota of evidence. In the result the Union is not entitled to any of the reliefs and in the circumstances I pass the following order :—

ORDER

The demand of the Union that the leave debited be credited in their leave account is rejected. No order as to costs.

Ahmedabad, 28th November, 1985.

C. G. RATHOD, Presiding Officer.

[No. L-41011/21/84-D.II(B)]

का. आ. 184 :—बौद्धिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्राय सरकार, भारत सरकार टकासाल, हैदराबाद के प्रबंधनतंत्र से सख्त नियोजकों और उनके कर्मकारों के बाच अनुबंध में निर्दिष्ट बौद्धिक विवाद में बौद्धिक अधिकारण, हैदराबाद के पंचांग की प्रकाशन करती है, जो केन्द्राय सरकार को 23-12-85 को प्राप्त हुआ था।

S.O. 184.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of India Government Mint, Hyderabad and their workmen, which was received by the Central Government on the 23rd December, 1985.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

Industrial Dispute No. 31 of 1983.

BETWEEN

The Workmen of India Government Mint, Hyderabad
and Security Printing Press, Hyderabad.

AND

The Management of India, Government Mint, Hyderabad
and Security Printing Press, Hyderabad.

APPEARANCES :

Sarvasri G. Bikshapathi and V. Ravinder, Advocates for the workmen.

Sri M. Pandu Ranga Rao, Standing Counsel for Central Government for the Management.

AWARD

The Government of India, Ministry of Labour and Rehabilitation by its Order No. L-16011(1)/83-D.II(B) dated 19-12-1983 referred the following dispute under Sections 7A

nd 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of India Government Mint, Hyderabad and Security Printing Press, Hyderabad and their workmen to this Tribunal for adjudication.

"Whether the management of India Government Mint, Hyderabad and Security Printing Press, Hyderabad are justified in refusing to transfer the 18 workmen, whose names are mentioned in the Annexure below from the Security Printing Press to the India Government Mint ? If not, to what relief are the workmen entitled ?

ANNEXURE

1. Shri G. Abhimanyam
2. Shri J. Ramesh
3. Shri M. Vittal Rao
4. Shri M. K. Baig
5. Shri Md. Zahoor
6. Shri Md. Sathar
7. Shri N. Dattatry
8. Shri Md. Vaziruhaq
9. Shri P. Jaganatham
10. Shri L. Dayanand
11. Shri P. Sadanand
12. Shri Qulderali
13. Shri Abid Ali
14. Shri Habib Ahmed
15. Shri Vijayakumar
16. Shri S. R. Mallesh
17. Shri B. Venkatarathnam
18. Shri Attar Singh".

This reference was registered as Industrial Dispute No. 31 of 1983 and notices were issued to the parties.

2. The Hyderabad Mint Employees Union represented by its Vice President Sri G. Mukundeswamy filed the claims statement stating that the Petitioners mentioned in the Annexure is the Trade Union registered under the provisions of the Trade Union Act, and they are the Members of the Petitioners Union. According to him the workmen concerned in the dispute were appointed in India Government Mint, Hyderabad is the first Respondent as mazdoor and they are put in the scale ranging from 4 to 8 years. It is also mentioned that all the workmen are confirmed in the post cited above and they are placed in the scale of Rs. 196 to 232 and they were on the verge of next higher promotion to the grade of Rs. 210—290.

(a) While so it is mentioned that the Government of India had taken a decision to establish Security Printing Press, Hyderabad for the purpose of commencing the initial work for the Security Printing Press, Hyderabad the second Respondent herein to fill up certain posts. It has become necessary for the second Respondent to fill up certain posts as the recruitment procedure had taken considerable time. The second Respondent thought of taking personnel from the India Government Mint, Hyderabad on deputation so as to tide over the immediate requirement of manpower. Thus the Project Officer of the 2nd Respondent-Press called for the volunteers from the first Respondent-Mint on usual deputation terms. As per the requisition sent by the second Respondent to the first Respondent, the deputation period will be one year and employees who are willing for permanent absorption will be preferred. Accordingly the first Respondent issued notice dated 2-3-1982 calling for volunteers. Subsequently the first Respondent modified the said notice by another notice dated 11-3-1982 and 24-3-1982 by which it invited the applications for the posts mentioned in the annexure thereto from the employees who fulfill the requisite qualifications and who are willing to be transferred to the Security Printing Press on deputation for eventual absorption in the Security Printing Press. The workmen concerned submitted their application in pursuance of the notices issued by the

first Respondent for the Grade of Rs. 210—290. On 19-4-1982 the first Respondent issued office orders transferring 50 workmen including the concerned workmen herein. It was specifically stated in the said transfer order issued by the First Respondent that the workmen are transferred on deputation basis initially for a period of one year and they were directed to report to the Project Officer of the 2nd Respondent-Press, this order on 19-4-1982 and they reported to the Project Officer on the very same day. Thus workmen were allotted in the original notice dated 19-4-1982 with Rs. 225—308 but when it was being handed over to the workmen herein, it was changed to Rs. 210—290. When it was represented to the Project Officer of the second Respondent Press it was stated that higher grade will be given after some time.

(b) Thus these workmen were taken on duty in the Security Printing Press on deputation for one year from 19-4-1982 and exact nature of work was not specified. There is no service condition of the employees vis-a-vis, promotion policy etc. The work that was entrusted to these persons, was completely different one and they were unable to cope up with that work. It was felt by the workmen that they were inducted to join the second Respondent Press on the ground that the promotional chances in the Press are better and that they will have bright service condition. But to the dismay of the workmen concerned, it was found that there are no promotional avenues and the service conditions were no better than the parent department. Therefore all the concerned workmen sent applications to the second Respondent to cancel the deputation and send them back to the first Respondent-Mint. The second Respondent issued Memos to the workmen stating that it is administratively not possible to transfer them back to India Government Mint, Hyderabad. In fact when the original transfer orders issued by the first Respondent on 19-4-1982 four members by name M. Laxman, G. Krishna, N. Ramulu and N. Veeraiah did not join the Security Printing Press and eventually they were taken back to the Mint. Thus when the request of the workmen was rejected by the first Respondent. The Union has taken up the matter with the Assistant Commissioner of Labour (Central), Hyderabad and after failure report, the matter culminated into this present reference.

(c) It is contended that the second Respondent has only taken concerned workmen on temporary transfer on deputation basis initially for a period of one year and that is upto 28-2-1983 and the workmen could not be absorbed permanently extending the period of temporary transfers of the work for a further period upto 28-3-1984. It is further mentioned that even on the day of filing the claims statement the workmen were not permanently absorbed and they were continued on the rolls of the second Respondent as a temporarily transferred workmen on deputation. It is not interesting to note that the second Respondent though transferred the workmen on deputation, paid deputation allowance only for two months and thereafter it was abruptly stopped without any reason. The workmen concerned herein who had applied for repatriation to the parent department, have every right to go back to their parent department until they are permanently absorbed. It is not open for the second Respondent to contend that administratively not possible to transfer them back to India Government Mint, Hyderabad nor is it justified on the part of the first Respondent i.e. India Government Mint, Hyderabad to contend that once they join the Security Printing Press, the question of their retransfer does not arise.

(d) It is common knowledge that the workmen would opt for new assignments only when it is beneficial for them. When the workmen realised that there are absorptions in the Security Printing Press, Hyderabad would completely jeopardise their service necessities it acted as quickly as possible and requested the transferee Unit to send them back to the India Government, Hyderabad. The mere willingness to go on deputation or transfer, does not mean that they are on absorption in the second Respondent-Press. The workmen concerned have a right to go back to their parent Department and the fact that they applied for repatriation immediately after four months of their service, goes to confirm that they are not interested to serve under the second Respondent. The refusal on the part of the first Respondent-Mint to take back the workmen and the action on the part of the second Respondent refusing to repatriate the workmen concerned is absolutely illegal, arbitrary and contrary to the rules, and

they are estopped from taking such stand. It is also interesting to note that when the workmen are not willing to work under the second Respondent, it would not be neither in the interests of the second Respondent nor the workmen concerned to keep them in the Security Printing Press, Hyderabad.

3. The first Respondent filed a Memo adopting the counter filed by the second Respondent in the above case, the memo is dated 26-3-1984 and wanted the same to be treated as their counter.

4. The second Respondent filed a counter to the following effect. The Government of India Mint and Security Printing Press do not come within the definition of 'industry' as defined under Section 2(j) of the Industrial Disputes Act, 1947. The Government of India Mint has been established in the discharge of sovereign functions of the State viz., printing of coins and circulation of money which has always been held to be inalienable sovereign functions of the State. The Security Printing Press also undertakes only printing of inland letters, cards and Central Excise Band rolls, which are all security items and it is also a sovereign function of the State. The Andhra Pradesh High Court has already held that the Government of India Mint is not an industry and Industrial Disputes Act is not applicable to any of the employees working in the Government of India Mint. Without prejudice to the above contention it is submitted as follows :—It is contended that the workmen mentioned in the annexure were originally employees of the Government of India Mint. Their allegations that they were confirmed in the post of Mazdoor is not correct. Only two workmen namely B. Venkateratnam and Sri Attar Singh were confirmed in the post of Vendor and Sweeper respectively. In the classified establishment of Government of India Mint but they were working as Mazdoors in the pay scale of Rs. 196-232. The allegation that they were on the verge of promotion in the scale of Rs. 210-290 is not correct. The promotions depend upon the vacancies in the next higher scale and also fulfilment of conditions as laid down under the Rules. In the year 1980 the Government of India took a decision to close down the Government of India Mint at Hyderabad and establish only a Security Printing Press in the same premises. It was proposed to absorb all the employees working in the Security Printing Press. In the year 1982 the Government of India took a decision to continue the Mint and also simultaneously establish a Security Printing Press at Hyderabad. Therefore the Security Printing Press started recruiting its own employees when the recruitment was in a process one of the units in Government of India Mint which is recognised, approached the General Manager, Government of India Mint and the Project Officer of the Security Printing Press and requested that instead of recruiting candidates from the open market, it is better that if some of the employees of the India Government Mint who opt to serve in the Press may be transferred to the Press so that they may have more promotional avenues. The General Manager, Government of India Mint agreed to the proposal of the Union and asked the employees to exercise their option. The Security Printing Press sent a Circular asking the employees to give their willingness to be transferred from Government of India Mint to Security Printing Press on permanent basis. It is only such of the employees that opted to work in the Security Press that were taken to the Press on permanent absorption. Thus in the notice given it was clearly brought out that such of the employees who are willing to be absorbed on a permanent transfer basis in the Security Printing Press will be preferred. It is also pointed out that the normal working hours of the Security Printing Press will be 44 hours per week, except in the case of classified staff working in the Administrative Office which may be 37-1/2 hours per week. All the employees including the employees mentioned in the claim statement gave their unconditional willingness to get themselves absorbed in the Security Printing Press on permanent transfer eventually. After the transfer of the persons the Government India Mint recruited new persons to fill up the vacancies to cope up with the work. It is submitted that where transfer is from one unit to another unit, the transfer should be on the basis of deputation with rights of eventual absorption in the new unit. Due to administrative reasons the employees were originally sent on for deputation for a period of one year for eventual absorption thereafter. It is only after unconditional willingness they were transferred to the Security Printing Press. If the intention of the authorities, was to send an employee on a deputation, it is not necessary

to call for option or take unconditional willingness for eventual absorption. Therefore the initial deputation is only a transfer to a new unit on the willingness of the employee concerned. Therefore it would be seen though the word deputation is used originally, it only meant transfer for eventual absorption in the new unit. The intention of the Government of India Mint was made clear in the orders issued in its office order dated 19-4-1982. Therefore they were transferred for eventual absorption in the Security Printing Press. Infact both the Unions' Tankasala Karmika Sangham and Hyderabad Mint Employees Union pleaded for protection of seniority over the direct recruited employees. Merely because the order of deputation is for a period of one year, it does not mean that the transfer should be effected only after the expiry of that period. Therefore the period under deputation has nothing to do with the orders of permanent absorption. The 18 employees were selected for the posts of Packers, Stencillors, Bundlers and Pinners in the pay scale of Rs. 210-290 and were transferred to the Security Printing Press with effect from 19-4-1982 and thereafter eventually absorbed. The pay scales of was erroneously shown as 225-309 by way of typographical error and the same was corrected as Rs. 210-290. The cadre and recruitment rules including promotion rules have yet to be framed and finalised, as the Security Printing Press has been established recently. They were also informed that they were willing to be absorbed in the Security Printing Press permanently.

(a) As regards the nature of work, the employees ought to have decided about the same before they opted for transfer to the Security Printing Press. The nature of work should not be the criterian for the employees who have opted to serve in another unit for request for retransfer. Four of the employees of the Government of India Mint expressed their unwillingness to join in the Security Printing Press, their selection was cancelled. The allegation that the workmen induced to join the Security Printing Press on the promised that the promotional avenues are better is absolutely incorrect. There is no inducement or coercion to joint security printing press. All these workmen in question should give unconditional option for eventual absorption to the Security Printing Press were taken for eventual absorption only and they belong to Security Printing Press. So the question of retrospectively to the Government of India Mint did not arise. Thus the action of the Government of India Mint as well as the Security Printing Press is wholly justified. It is further mentioned that employees given their option, it is final and binding on them.

(b) The total number of 81 employees of Government of India Mint who opted to go to the Security Printing Press were selected and transferred and when these employees were transferred number of vacancies arose which have been filled up by promotion. Therefore some of the employees who were junior to the petitioners were promoted in the Government of India Mint, that does not mean that the petitioners are entitled to those posts. If the persons who were transferred to Security Printing Press have to come to the Mint, there could be number of reversions and this would create innumerable administrative difficulties. The allegation that these employees were put to financial loss and that they have no venues for promotion are all false and imaginary and they have the same pay scales. The action of the Government of India Mint is neither arbitrary or unfair, and the action taken by the Government of India Mint as well as the Security Printing Press is legal and valid and binding on the employees. Some of the employees of the Security Printing Press who are similarly situated filed Writ Petition No. 602 of 1983 seeking almost similar relief as in the Industrial Disputes. The Writ Petition was dismissed by the High Court holding that these employees were permanently absorbed in the Security Printing Press. It is therefore prayed that the reference be answered in favour of the Government of India Mint Management.

5. W.W. I is the Vice President of the Mint Employees Union. He mentioned that the workmen involved in this reference is India Government Mint and they were also members of their Union. According to him these workmen were sent to the Security Printing Press and the Union has taken up their case at conciliation proceeding for repartition to India Government Mint. In this connection the India

Government Mint comments were marked as Ex. W1 at the time of conciliation proceedings and Ex. W2 as the Security Printing Press comments. He admitted in the cross examination that there is recognised Union in India Government Mint known as Tankasala Karmika Sangham and he did not file any documents to show that these 18 persons involved in the dispute belong to the Mint Employees Union. He admitted that if the 18 persons reverted back to India Government Mint, the 18 people who are working in the India Government Mint will go back to their houses and added that 18 people who are going to be ousted in the India Government Mint can be posted in the Security Printing Press.

6. W.W.2 is a worker who is shown in Serial No. 2 in the reference. He mentioned that these workers put in 18 years service in India Government Mint and the Security Printing Press was established in Hyderabad in 1982, and the General Manager, Mint was incharge of Security Printing Press. According to him on 2-3-1982 notification was issued by the General Manager calling for volunteers for certain posts to be filled in Security Printing Press under Ex. W3 and separate Notilicacion was issued by the Genetal Manager, India Government Mint as per Ex. W4. The General Manager issued another notice requiring employees apply in form as per Ex. W5 and Ex. W6 is the proforma application and the application is marked and all the applicants duly signed the particulars and one such application is marked as Ex.W7. He concerned that four of them by name Laxman, Krishna, Ramulu and Venkayya were taken back in the India Government Mint and they did not join duty in Security Printing Pres. The said office order is marked as Ex. W8. According to him the Security Printing Press authority given them deputation allowance for two months after they reported for duty and thereafterwards they gave orders treating their appointment on transfer basis and the same is marked as Ex. W9. It is his case that the Security Printing Press did not given any choice to decide whether to opt to go back to their parent department or preferred to stay back in the Security Printing Press and without their consent and behind their back. They passed transfer orders dated 22-5-1982 under Ex. W9 and this affected their rights. Aggrieved by the same they individually represented as per Ex. W10 requesting the Security Printing Press to send them back to their parent department but the same was rejected by the Security Printing Press Management under Ex. W11. He marked Exs. W12 and W13 to show that their period of transfer was being extended from time to time and their lien in the parent department India Government Mint is not cut off. According to him so long their lien is not cut off in the India Government Mint till they give their consent the Security Printing Press cannot cut out their lien from the Department. He also mentioned that the persons who were juniors to them in India Government Mint were given promotion to higher grade which entitled them to draw higher emoluments in the grade of Rs. 262-350. In this case that when he was transferred to Security Printing Press as Packers in the Grade of Rs. 210-290 and when case was filed they gave them promotions in the grade of Rs. 225-308 Examiner Final Counter Class II. It is his case that his jounior in India Government Mint by virtue of promotion to higher grade he is drawing Rs. 260-350 as Assistant Class III. He marked promotion orders of his junior in India Government Mint as per Ex. W15 and mentioning that S. Nos. 79 to 88 are juniors to him. He asserted when his juniors are confirmed in India Government Mint he should be deemed to be confirmed in the Mint. He accepted that the Management took some forms from them similar to the forms shown to him and they signed them and the words "deputation transfer" was struck off by them and the workers did not stroke out these postings. He admitted that he got promotion as Examiner Final Counter Class II in the grade of Rs. 225-308 in the Security Printing Press after the case is filed. According to him the workers numbering about 400 to 500 were asked to give their signatures in a joint form stating that they will get higher grades and higher scales in Security Printing Press and they all signed those forms; and they were transferred to Security Printing Press without any prior intimation. He conceded after Ex. M3 orders the Security Printing Press authorities stopped paying deputation allowance to them. He also mentioned that remission is given to him in Security Printing Press he did not refuse it. According to him even now in India Government Mint some posts are filled

up and there are vacancies. According to him he is not aware that rules to be framed under Article 309 of the Constitution of India requiring the assent of the President of India and they are being held up in the given circumstances due to administrative delay, expressed that they do not know that some of them filed Writ Petition and the same was dismissed as Ex. M4. According to him there are Standing Orders in India Government Mint, regarding their service conditions.

7. M.W1 is the Senior Works Manager, Originally the erstwhile Nizams Mint was taken over by the Government of India in 1958. According to him it is controlled by Ministry of Finance under the Department of Economic Affairs, Government of India. The Security Printing Press started in 1982 for printing and manufacturing of postal cards, Inland letters and Excisable Band Rolls. According to him there was a committee constituted for deputation of employees for permanent absorption and he was the member of the said Committee. After receiving the application for transfer from people who wanted to go on permanent transfer basis the committee wanted to review past work regarding the regularity and work cararied out in the Mint and after explaining them the duty hours and also working conditions they were sent to Security Printing Press as they agreed for the said conditions. According to him as the Security Printing Press is new organisation of the Government and as the rules were not framed yet for one month they were paid deputation allowance and afterwards they were not paid as they became part and parcel of the Security Printing Press. He mentioned that he did not know the rules governing the deputation and deputation on transfer with reference to workmen. According to him he was promoted as Factory Manager and he is not discharging administrative functions of the General Manager. According to him though originally they were sent on deputation for about one year and the same was reconsidered by the Security Printing Press within one and a half months and they issued order saying that they are temporarily transferred as their recruitment rules was not finalised for taking them on permanent basis. According to him the rules were framed for Security Printing Press but he is not aware that they were finalised. He conceded that the General Manager, India Government Mint appointed about 80 to 90 persons in the Government Mint after the proceeding dated 19-4-1982 till now. According to him the persons mentioned in Ex. W15 are juniors to the workers under the reference in the Tribunal. He also mentioned that present mazdoors in Govt. Mint are in the scale of Rs. 198-232, and the next promotion in the non-tradesmen side is Rs. 218-290 Assistant Class IV. The next scale Assistant Class III is in the scale of Rs. 260-358.

8. M.W2 is the Administrative Officer of Security Printing Press. According to him the Security Printing Press job is definitely different from the work done in India Government Mint. He agreed that the employees were originally taken from India Government Mint for eventual absorption in the Security Printing Press. According to him to protect the service seniority, these people who are on deputation were posted after 1-1/2 months as temporarily transferred employees of the Security Printing Press, and their basic pay of mazdoor is the same as the in the case of Government Mint. He also mentioned that those people who were transferred on deputation to Security Printing Press were given higher scale with starting pay of Rs. 218.00 to Rs. 298.00. Out of these people already 12 of them are promoted to in the scale of Rs. 225-308 in December 1984 and they are all called Examiners and Final counters and all of them did not protest. According to him out of 10 people who are responsible for this reference one person by name P. Sadanand resigned the job (S. No. 11) and the rules framed for the Security Printing Press have to be approved by the Ministry and President of India has to give his assent.

9. The admitted facts of the case are as follows :—The reference in question is with reference to 18 workmen who were originally appointed in India Government Mint (IGM) on permanent basis and put in service of four to eight years. They were all in the scale of Rs. 196-232 in 1982. It is admitted that the Security Printing Press, Hyderabad was started 1982 and they required some experienced persons to man the same and they call for India Government Mint workers to be taken in the Security Printing Press provided

they are willing. Ex. W3 is the notice given by the India Government Mint wherein it is said the Project Officer, Security Printing Press, Hyderabad called for volunteers for filling up certain posts in the Security Printing Press, Hyderabad on usual deputation terms and that the period of deputation will be for a maximum period of three years. It is also mentioned that such of the employees of the Mint who fulfil the conditions and who are willing for deputation may submit their application in duplicate indicating their names, designations and post of their choice before 8th March, 1982. It is further mentioned that such of the employees who are willing to be absorbed on permanent transfer basis in the Security Printing Press, Hyderabad will be preferred. Finally it is insisted in the notice that the candidates should indicate in their application whether they were willing to be absorbed eventually on permanent transfer basis in the Security Printing Press, Hyderabad and it is also mentioned without any confusion that candidates will not be allowed to withdraw their candidature after they are selected. Ex. W4 is a revised application issued by India Government Mint on 11-3-1982 with reference to volunteers for certain posts in the Security Printing Press. It is mentioned therein that apart from the other conditions mentioned in the previous notice dated 6-3-1982 they clarified for information of the employees that the normal working hours of the Security Printing Press will be 44 hours per week except in the case of Administrative Officer which may be 37-1/2 hours per week. Ex. W5 is a notice dated 24-3-1982 from the India Government Mint stating that such of the employees who fulfil the requisite qualifications and experience and who are willing to be transferred to Security Printing Press, the deputation for eventual absorption in the Security Printing Press may submit their explanation on or before 31st March 1982 in the pro forma. The proforma application is marked as Ex. W6. It contained that one should express himself about the post and whether he wishes to be transferred on permanent/deputation/transfer basis. Sri Bikshapathi contended that all these documents Ex. W3 to W6 were issued by the India Government Mint itself. Ex. W8 is dated 19-4-1982. The same indicated that the candidates who were selected for appointment in the posts in Security Printing Press, on transfer on deputation basis initially for a period of year were asked to report to duty to the Project Officer, Security Printing Press, Hyderabad with immediate effect. Of course four persons among this list who were selected and transferred did not join Security Printing Press and they were retained in India Government Mint. Ex. W8 indicated in all 50 persons were selected for deputation basis for eventual absorption in the S.P.P. Even under Ex. W9 which is the Security Printing Press communication mentioned that these workmen as per the annexure under Ex. W8 were initially appointed on deputation basis to the post and that they are eligible for usual terms of deputation till the date of their appointment transfer basis in the S.P.P. It is further mentioned that all the workmen in the annexure have given their willingness for eventual absorption in the S.P.P., Hyderabad in their respective grade to which they were appointed on deputation basis. Therefore it is mentioned that these workmen were appointed on transfer basis with effect from 28-2-1983 and as per their request they will be permanently absorbed in the S.P.P. Hyderabad as seen as recruitment rules post are notified. Sri Bikshapathi for the Workmen contended from perusal of Ex. W3 to W8 that all these persons were only sent on deputation with a clear understanding that they will be kept on deputation for one year if not for three years by paying deputation allowance. Therefore he insisted that the sum and substance of these documents is that these workers were only sent on deputation in the first instance, and absorption permanently in the Security Printing Press is only a subsequent eventuality basing upon the recruitment rules that are yet to be finalized. According to him under Ex. W9 the Security Printing Press Project Officer has changed the entire version and the entire conditions of service were changed and the deputation allowance is also stopped on the ground that they were appointed on transfer basis. It is contended by Sri Bikshapathi that this is only a device to throttle the workers from getting the deputation allowance and incidentally pointed out that no recruitment rules were so far framed for Security Printing Press and the workers who were said to be transferred permanently to the Security Printing Press were not given orders that they were absorbed permanently and they were being extended from time to time as could be seen from Exs. W12 and W13 and therefore the workers having smelt their at.

made an application to Security Printing Press to send them back and they sought for repatriation to their parent department and pointed out that the India Government Mint never said so far that they would not take them back but the Security Printing Press authorities say that it is not possible to transfer them. So he mentioned that the argument of the Management is not tenable and therefore they are only taken on deputation basis and even before the deputation period of one year or three years is over within the period of two months their deputation allowance was stopped and they were put to altered service conditions by change of working hours to the detriment of the workers and no rules and regulations were so far framed making them permanently absorbed and further their juniors in the parent department got promotion to higher grade while they were kept without promotion in the Security Printing Press. To substantiate this they filed Ex. W15. According to them about 45 persons were appointed subsequently to the transfer of persons to the Security Printing Press and number of juniors to them were promoted in the higher scale. As per Ex. W15 it is pointed out the scale of pay are like this :

| India Government Mint. | Security Printing Press. |
|------------------------|--------------------------|
| (1) 196—232 | (1) 196—232 |
| (2) 210—290 | (2) 210—290 |
| (3) 260—350 | (3) 225—308 |
| | (4) 260—350 |

So it is argued, in the India Government Mint from the second scale of Rs. 210-290 one can straight away go to the scale of Rs. 260-350. In the case of Security Printing Press one has to go to another scale Rs. 225-308 and then he gets the next scale by further promotion to Rs. 260-350 and thus they are in disadvantage position. According to Sri Bikshapathi all these 18 petitioners who are on transfer to Security Printing Press are still in one or two grade and sought for repatriation. Therefore the question of administrative inconvenience did not arise as they belong to originally to India Government Mint and insisted that those persons who are recruited in India Government Mint subsequently transferred to Security Printing Press. According to him those who were newly recruited if they are transferred to Security Printing Press no prejudice will be caused to them and those who were junior employees who are recruited subsequently in the India Government Mint if they are terminated in India Government Mint and recruited to the Security Printing Press there will be no unfair practice.

10. The learned counsel for the Workmen further mentioned that under Section 2(n) of the Industrial Disputes Act Public Utility service means any industry which supplies power, light or water to the public and any industry specified in the first Schedule by Notification in the official Gazette as Public Utility Service for the purpose of this Act. In the first Schedule Items 11 and 12 clearly mentioned that India Government Mint and Security Printing Press as the industry which may be declared to be Public Utility Service. Therefore it is contended for workers that the arguments of the Management that Mint is not an industry or India Security Printing Press is not an industry are not tenable. In Bangalore Water Supply v. A. Rajappa (1978(I) LLJ, page 349) a Bench of seven Judges of Supreme Court decided what is an industry. In Bangalore Water Supply v. A. Rajappa (1978(II) LLJ, page 73) clearly mentioned that these provisions which were described very significant in the Hospital Mazdoor case at least show that conceivably, a Defence establishment, a Mint or a Security Press can be an industry even though these activities are, ought to be and can only be undertaken by the State in the discharge of its constitutional functions. It is pointed out that the State does not trade when it prints a currency note, or strike a coin and yet considering the nature of the activity, it is engaged in an industry when it does so. Thus the argument of the learned counsel for the Management that Industrial Act will not apply is not tenable. The Management's counsel relied upon the decision reported in State of Punjab v. Sh. Kuldip Singh (1983 LIC page 83). There the question is whether the construction and maintenance of National and State Highways comes within the ambit of industry as defined under Section 2(J) of the I.D. Act. After discussing the same it is held that it is essentially the Governmental function and it is no where even

remotely analogous to trade or business, consequently it cannot possibly come within the ambit of an industry. First of all this judgement with reference to the construction and maintenance of National and State Highways by the State with reference to Section 20) of the I.D. Act has no application to the present facts. The very first Schedule of the I.D. Act under Section 2(n) Items 11 and 12 indicate Government Mint and Security Printing Press come within the definition of 'Industry'. Moreover as laid down in 1978 (I) LLJ page 349 and 1978 (II) LLJ, page 73 the Supreme Court has given its final verdict without any ambiguity that the India Government Mint and Security Printing Press come under the definition of 'Industry'. Therefore the Punjab High Court decision has no relevance and not applicable. The Management Counsel then relied upon The Director of Postal Services (South) Kerala Circle, Trivandrum and Another v. K.R.B. Kalimal, Neeluvil Mancombu & Another (1984(1)LLJ, page 484). It was a case where temporary clerk employed in P & T Department governed by the rules framed under Article 309 of the P & T Department come under the definition of Industrial Disputes Act. It is laid down that Industrial Disputes Act Chapter V-A can be pressed into service only those cases where these special rules relating to temporary Government servant cannot apply. It is pointed out that these people who come under the special rules under Article 309 in support of the temporary employees of the P & T Department excluded from the provisions in Chapter V-A of the I.D. Act. So the argument of Mr. Panduranga Rao that even in the case which are industries discharging sovereign functions their functions can be substantially severable and therefore they do not form the industry and that they should be excluded from the sphere of industry by necessary implications will not arise. The very Schedule under Sevyon 2(n) without giving any ambiguity for such discussions specified that India Government Mint and India Security Printing Press come under the definition of industry and therefore I.D. Act applies. Further the Supreme Court judgement has laid down have clearly mentioned that they have applied to the defence establishment and also India Government Mint and Security Printing Press while discussing Bangalore Water Supply Case. Thus I do not find any justification to hold that it is not an industry and that the employees are only governed by the rules framed by the Central Government and that I.D. Act had no application. The next argument advanced by Shri Panduranga Rao is based that printing of coin is an act of sovereign power on textual proposition of F.A. Mann on "Legal aspect of money", third edition published in 1971. He read out passage at pages 14, 15 and 16 and contended that money in modern times has come to be connected with the principal work of the Government and that state theory of money is necessary consequant of sovereign power or monopoly over currency; money is a medium of exchange authorised or adopted by government 'as a part of its currency' and the coining of money is in all states the act of the sovereign power. Though there is no dispute that coining of money, printing of currency is the necessary consequence of sovereign power but the Supreme Court while considering the nature of activity as a determining factor held that Mint or Security Printing can be an industry even though these activities are undertaken by the State in discharge of its Constitutional functions, as could be seen in Bangalore Water Supnly v. A. Rajappa (1978(II)I.J.J. page 73). Thus the textual authority relied upon by Mr. Panduranga Rao with reference to United States about sovereign functions of the State as conceived therein in a book of 1971 Edition has no relevance when there is Supreme Court judgement of 1978 before us apart from incorporating these items in Schedule I as industry in the Schedule of the I.D. Act. Therefore the arguments of the learned counsel for the Management that it is not an industry and these employees are only governed by the rules framed by the Central Government and that the Industrial Disputes Act had no application to them is not tenable. The learned counsel relied upon the judgement upon of out High Court reported in 1983 (DALT page 55 Notes on Recent cases (W.P. No. 3586/82) dt. 18-11-1982 (the Management of India Government Mints, Hyderabad vs. Workmen of India Government Mint and Another) it was held that the Mint in question performing regal functions is not an industry within the meaning of I.D. Act and therefore the question of payment of production based incentive bonus did not arise. It is pointed out that the reference in that dispute for adjudication by the Industrial Tribunal was totally without jurisdiction. First of all on facts it is with

reference to payment of production incentive bonus to the workmen in the Mint. It is not the same in the instant case. Secondly when in the First Schedule of Section 2(n) (vi) of I.D. Act the industry which may be declared as Public Utility Service is clearly indicated at items 11 and 12 i.e. "India Government Mints" and "India Security Printing Press" are industries, I only apprehend that these aspects which were there included in the First Schedule of the I.D. Act were not brought to the notice of His Lordship for ascertaining the real position, and moreover the judgement of the Supreme Court at shown in Bangalore Water Supply v. A. Rajappa (1978 (I) LLJ, page 349 and 1978 (II)LLJ, page 73) are binding equally upon all concerned as a subordinate courts or Tribunals and having considered all these aspects I only mention that I respectfully follow the Supreme Court judgements. Further in view of the clear mention of these items as industry in the First Schedule and also when the Supreme Court Judgment cited supra were not considered by the High Court, I am not able to accept the contention that this Tribunal has no jurisdiction.

11. Now the relevant question to be seen is with all this said and gone it must be borne in mind that under Exs. M5 to M19 which are filed by the Management to indicate the employees filled proforma Ex. W6 given to them and they accepted their willingness to be absorbed on a permanent basis without any ambiguity. Therefore their options for transfer were unconditional. In this context the judgement of the High Court marked as Ex. M4 is relevant. Incidentally in Writ Petition No. 602/83 when some other petitioners who are similarly situated sought by way of writ seeking repatriation to India Government Mint while they were working in Security Printing Press. The High Court was pleased to observe that those petitioners were absorbed permanently in Security Printing Press and the documents indicated their willingness to be absorbed in the Security Printing Press and they also indicated that they wanted to be absorbed permanently. When the Counsel for the workmen raised an earnest argument that notwithstanding their willingness the petitioners should be treated on deputation and to their understanding they had right to be repatriated in their parent department, the High Court repelled the said contention stating that there is no document shown to that effect after 28-2-1983 and thus the relief sought for by the Petitioner for repatriation to the India Government Mint from the Security Printing Press was rejected. It is marked as Ex. W4. Thus any amount of argument that they were only sent on deputation is of no avail. They were paid deputation allowance for two months but subsequently they were taken on transfer and the deputation allowance was put to an end. Infact they were given in all these letters which were filed by the workmen. Under Ex. W3 it is said that those who were willing to be absorbed by permanent basis will be preferred and they are going to be eventually transferred on a permanent basis to the Security Printing Press as could be seen under Exs. W3 and Ex. W5 and all these applications which were signed by them to say except their willingness unconditionally to join permanent basis as could be seen under Ex. M5 to M19 and W7 would show the same and further Ex. W8 would also show that these persons gave their willingness for eventual absorption in the Security Printing Press, Hyderabad and they are going to be eventually absorbed in the Security Printing Press Hyderabad with their respective seniority. Even Ex. W9 which is the letter given by the Security Printing Press would show that they were appointed on transfer from 28-2-1983 as per their request they would be permanently absorbed in the Security Printing Press as soon as the recruitment rules for those posts are notified due to technical difficulties as per the administrative reasons they are being extended as seen from Exs. W12 and W13 from time to time but as rightly pointed out in the judgement Ex. M4 there was no document shown by the Petitioners that they should be treated as on deputation after 28-2-1983. Thus following the judgement under Ex. M4 and also the unconditional applications filed in by the workers themselves that they should be appointed on a permanent basis in Security Printing Press which is established in 1982 they cannot go back from their willingness given for permanent absorption merely because some of their juniors got promotion in India Government Mint to the Grade Rs. 260-350 while they should undergo a grade of Rs. 225-308 in between to reach the grade of Rs. 260-350. This is not a point to be considered at all. The basic scale

of the petitioners who were transferred were the same in India Government Mint and Security Printing Press in the first two grades, the third grade is a promotion and it is to be achieve on certain principles laid down. Therefore as found from the evidence of M.Ws. 1 and 2 also it is clear that out of these 18 people already 12 of them were promoted to the scale of Rs. 225-300 in December, 1984 and they are called Examiners and Final Counters and they did not protest when they were given these higher scales and that one person at S. No. 11 resigned the job and the rules are at the stage of getting assent from the President of India under Article 309 of the Constitution of India and thus the grievances are all imaginary and an afterthought only. Thus on a careful consideration I hold that though the reference is perfectly in order and maintainable, the Management of India Government Mint, Hyderabad and Security Printing Press, Hyderabad are perfectly justified in refusing to transfer the 18 workmen mentioned in the reference from the Security Printing Press to the India Government Mint. Thus they are not entitled to any relief.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the, 29th day of November, 1985.

Appendix of Evidence

Witnesses Examined

For the Workmen:

Witnesses Examined For the Management:

W.W1 G. Mukund Swamy

M.W1 L.R. Prasada Rao

W.W2 J. Ramesh

M.W2 M. Subba Rao

Documents marked for the Workmen:

Ex. W1 True Copy of the Letter No. HMEIJ/83/dt. 28-1-1983 addressed by R. Ramdas General Manager, India Government Mint, Hyderabad to the Assistant Labour Commissioner (C) Hyderabad with regard to packers transfer to India Government Mint, Hyderabad.

Ex. W2 True copy of the Letter No. SPP-16A/4129, dt. 28-1-83 addressed by K.S.A. Chary, General Manager, Government of India Security Printing Press, Hyderabad, A.P.

Ex. W3 Photo Stat copy of the Notice dt. 2-3-82 given by R. Ramdas, General Manager, India Government Mint, Hyderabad (A.P.) with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad.

Ex. W4 Photostat copy of the Notice dt. 11-3-82 given by R. Ramdas, General Manager, India Government Mint, Hyderabad (A.P.) with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad.

Ex. W5 Photostat copy of the Notice dt. 24-3-1982 given by General Manager, India Government Mint, Hyderabad (A.P.) with regard to applications for certain posts to be filled in the Security Printing Press, Hyderabad.

Ex. W6 Proforma application furnished by the I.G. Mint, Hyderabad.

Ex. W7 Photostat copy of the Proforma application dt. 13-3-1983.

Ex. W8 Office Order dt. 19-4-1982 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad (A.P.) to S.M. Taqui and 11 others.

Ex. W9 Diary Order No. 18 dt. 22-5-82 issued by R. Viswanathan, Project Officer, Security Printing Press, Hyderabad (A.P.) to S.M. Taqui and 54 others.

Ex. W10 Photostat copy of the representation dt. 6-8-82 made by M.D. Zahoor to the Head of the Department, Security Printing Press, Hyderabad with regard to transfer to India, Government Mint, Hyderabad.

Ex. W11 Photostat copy of the rejection order dt. 18-9-82 issued by M. Subba Rao, Administrative Officer, Department of S.P.P. Hyderabad to M.D. Zahoor.

Ex. W12 Diary Order No. 78, dt. 25-2-83 issued by the General Manager, Government of India Security Printing Press, Hyderabad (A.P.) to Y. Pochiah and 83 others with regard to Temporary transfers were extended upto 28-2-84.

Ex. W13 Diary Order No. 70 dt. 27-2-84 issued by the Works Manager, Security Printing Press, Hyderabad to Y. Pochiah and 70 others with regard to temporary transfers extended upto 28-2-85.

Ex. W14 Photostat copy of the Diary Order No. 69 dt. 6-10-82 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad to G. Dasarath and 3 others.

Ex. W15 Photostat copy of the Diary Order No. 30 dt. 27-8-84 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad to D. Eashwaraiah and 87 others.

Documents marked for the Management:

Ex. M1 True copy of the Notice dt. 2-3-82 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad called for.

Ex. M-2—True copy of the Notice dated 11-3-82 issued by R. Ramdas General Manager, India Government Mint, Hyderabad with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad called for.

Ex. M-3—Diary Order No. 18 dated 22-5-82 issued by R. Viswanathan, Project Manager, Security Printing Press, Hyderabad (AP) to S. M. Taqui and 54 others.

Ex. M-4-By consent—True copy of the Order in W.P. No. 602/83 dated 2-2-1984 of High Court of Judicature, Andhra Pradesh at Hyderabad.

Ex. M-5-By consent—Photostat copy of the letter dated 8-3-82 addressed by Attar Singh Mazdoor to the General Manager, I.G. Mint, Hyderabad with regard to willing to be absorbed on a permanent transfer basis in the S.P.P., Hyderabad.

Ex. M-6-By consent—Photostat copy of the letter dated 15-2-82 addressed by B. Venkat Ratnam to the General Manager, India Government Mint, Hyderabad with regard to willingness to be absorbed on a permanent transfer basis in the S.P.P., Hyderabad.

Ex. M-7-By consent—Photostat copy of the letter dated 17-4-82 addressed by S. R. Mallesham to the General Manager, I. G. Mint, Hyderabad with regard to willing to be absorbed on permanent transfer basis in S.P.P.

Ex. M-8-By consent—Photostat copy of the letter dated 6-3-82 addressed by S. Mallesham to the General Manager, I. G. Mint, Hyderabad with regard to the post of packers, stencilors and lockers, bundlers and pinners.

Ex. M-9-By consent—Photostat copy of the letter dated 4-3-82 addressed by P. Sadanand to the General Manager, India Government Mint, Hyderabad (A.P.) with regard to the post of Packers, Stencillors, and Lockeds, Bundlers and Printers and willing to be absorbed on a permanent transfer basis.

- Ex. M-10-By consent—Photostat copy of the letter dated 5-3-82 addressed by Quader Ali to the General Manager, I.G. Mint, Hyderabad (A.P.) with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-11-By consent—Photostat copy of the letter dated 5-3-82 addressed by Habeeb Ahmed to the General Manager, I.G. Mint, Hyderabad (AP) with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-12-By consent—Photostat copy of the letter dated 15-3-82 addressed by P. Jagannadhan to the General Manager, I.G. Mint, Hyderabad (AP), with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-13-By consent—Photostat copy of the letter dated 15-3-82 addressed by L. Dayanand to the General Manager, I.G. Mint, Hyderabad with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-14-By consent—Photostat copy of the letter dated Nil addressed by Md. Vazirulhaq to the General Manager, I.G. Mint, Hyderabad (AP) with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-15-By consent—Photostat copy of the letter dated Nil addressed by N. Dattatry to the General Manager, I.G. Mint, Hyderabad (AP) with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-16-By consent—Photostat copy of the Proforma application of Md. Zahoor, with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-17-By consent—Photostat copy of the letter addressed by M. Khaleel Baig to the General Manager, India Government Mint with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-18-By consent—Photostat copy of the letter dated 12-3-82 addressed by M. Vittal Rao, to the General Manager, India Government Mint, Hyderabad with regard to willing to be absorbed on a permanent transfer basis in S.P.P., Hyderabad.
- Ex. M-19-By consent—Photostat copy of the letter dated 8-3-82 addressed by G. Abhimanyu to the General Manager, I.G. Mint, Hyderabad for the post of packers, stenciller and lockers, Bundlers and pinner in Security Printing Press, Hyderabad on permanent transfer basis.
- Ex. M-20-By consent—True copy of the High Court Order dated 8-5-1984 in W.A. M.P. No. 547/84 and W.A.V.M.P. No. 1164/84.
- M-21-By consent—True copy of the High Court Order dated 19-3-1984 in Civil Miscellaneous Petition No. 547/84.
- Ex. M-22-By consent—True copy of the High Court Order dated 2-2-84 in W.P. No. 602/83.
- Ex. M-23-By consent—True copy of the Diary Order No. 69, dated 27-2-84 issued by Works Manager, S.P.P., Hyderabad to Y. Pochatah and 70 others with regard to temporary transfers were extended upto 28-2-85.
- Ex. M-24-By consent—Diary Order No. 69, dated 27-2-84 issued by Works Manager, Security Printing Press, Hyderabad (AP) to Y. Pochatah and 70 others with regard to temporary transfer were extended upto 28-2-85.
- Ex. M-25-By consent—Diary Order No. 18, dated 22-2-82 issued by R. Viswanathan, Project Officer, Security Printing Press, Hyderabad to S. M. Taqui and 54 others.

- Ex. M-26-By consent—True copy of the Office Order dated 19-4-82 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad (AP) to S. M. Taqui and 49 others.
- Ex. M-27-By consent—True copy of the Notice dated 24-3-82 issued by General Manager, India Government Mint, Hyderabad (AP) with regard to applications for certain posts to be filled in the Security Printing Press, Hyderabad.
- Ex. M-28-By consent—True Copy of the Notice dated 11-3-82 issued by R. Ramdas, General Manager, India Government Mint, Hyderabad (AP) with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad.
- Ex. M-29-By consent—True copy of the Notice dated 2-3-82 issued by R. Ramdas, General Manager, I.G. Mint, Hyderabad (AP) with regard to volunteers for certain posts to be filled in the Security Printing Press, Hyderabad.

[No. L-16011/1/83-D.II (B)]

J. VENUGOPALA RAO, Industrial Tribunal

का. आ. 185.—ओर्योगिक विवाद मध्यिनियम, 1947 (1947 का 14) की घारा 17 के मनुष्यां में, केवल सरकार और नोट प्रैस, देवास के प्रश्वात्र से सम्बद्ध नियंत्रजनों और उनके कर्मचारों के बीच मनुष्यां में नियंत्र ओर्योगिक विवाद में केवल सरकार ओर्योगिक मध्यिकरण, नं. 2, बम्बई के चाट को प्रकाशित करते हैं, जो केवल सरकार को 18-12-85 को प्राप्त हुआ था।

S.O. 185.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bank Note Press, Dewas and their workmen, which was received by the Central Government on the 18th December, 1985.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/26 of 1985

(Transferred to this Tribunal vide Ministry's Order No. S[11025(1)]85-D.IV(B) dated 8-2-1985 from Jabalpur).

Employers in relation to the management of Bank Note Press, Dewas;

AND

Their workmen.

APPEARANCES :

For the Employers—Shri A. P. Tare, Advocate.

For the Workmen—Shri P. S. Nair, Advocate.

INDUSTRY : Bank Note Press

STATE : M.P.

Bombay, dated the 15th November, 1985

AWARD

By their Order No. L-42011(38)[83-D.II(B) dated 17-6-1984 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Bank Note Press, Dewas in keeping the aggregate output of the control section of the Press at 44,00,000 note pieces per day, when the individual output has already been reduced from 96,000 to 76,000 per day, is justified? If not, to what relief the workmen are entitled?"

2. The order of reference is dated 17-6-1984. It seems that processing of the order of reference must have started early as a result of which the order of reference has not taken into account agreement dated 11-9-1983 entered into with the Bank Note Press, Niyantan Shramik Sangh i.e. the very Union which has raised the dispute, which agreement has made several changes in the working.

3. The grievance of the Union is that at the suggestion of M/s. IBCON Pvt. Ltd. Industrial Consultants individual output was fixed at 96,000 pieces per day while the aggregate output was 44,00,000 pieces per day. However when it was found to be humanly and physically impossible for the workman to produce 96,000 pieces per day, there was a reduction to 76,000 per individual but according to the Union, though there was reduction at individual level, the aggregate output was retained when in fact it should have been 3.4 million and not 4.4 million. Similarly it is contended that the incentive which is calculated on basic pay in fact should have been on total pay. There is also a grievance about productivity index.

4. By their writing the management has countered all these allegations. It was alleged that as per the work study conducted by M/s. IBCON Pvt. Ltd., the Government of India, Ministry of Finance Group Incentive Scheme for Bank Note Press enunciated in letter dated 27-8-1977 whereby the standard production per man day for nine hours working without lunch hours for control department, the quota fixed was 100% performance is 84 bundles. The Scheme was implemented from 1-1-1978 after agreement with the two unions then functioning in the press viz. (i) Bank Note Press Karamachari Sangh, recognised union and (ii) the Bank Note Mudaranalaya Karmachari Parishad. Both these agreements are stated to be identical whereby the unions have assured the management to achieve target as suggested by M/s. IBCON Pvt. Ltd. and accepted by the Government at 4.4. Million pieces notes per day. The result was that the Union agreed to achieve the final output of 1305 Million pieces per annum. It is complained that there was no stipulation to fix at 76 bundles per day as quoted for each final counter.

5. Subsequently on 11-9-1983 an agreement was reached with the Bank Note Press, Niyantan Shramik Sangh i.e. the contesting union whereby the system of payment of incentive was dispensed with without changing the parameters and it was agreed to calculate the incentive at the rate of .7 per cent of the wages for each 1 per cent increase in the production over the base level relevant to each department. According to para 3(b) of the agreement, it is stated that the base level output per shift in the Control Department was reckoned as 2.64 million pieces of the mixed denomination. The management, however, contends that with the introduction of 11 hours working in the Press, another agreement was entered into whereby the base level for 11 hours working was fixed at 3.384 million pieces per day and for any extra production above the base level the employees are entitled to incentive at the rate of 0.7 per cent for each 1 per cent increase in the production. It is stated that the increase in percentage will be worked out on the basis of the base level of 2.64 million pieces per day as laid down for 9 hours working in the existing Group Incentive Scheme. It is also stated that the quota was never reduced from 96,000 to 76,000 as contended and since the system of working out the incentive amount has already been changed from 11-9-83 and 3-7-1984, the dispute does not survive.

6. On the above pleadings the following issues arise for determination and my findings thereon are :-

| Issues | Findings |
|--|--|
| 2. What should be the target of 100% production? | No longer surviving in view of the agreements. |
| 3. Whether the action of the management in fixing the aggregate output at 44,00,000 note pieces per day justified? | |
| 4. If not, to what relief are the workmen entitled? | Nil in view of the agreements with the contesting union whereby the workmen are paid incentives. |
| 5. What award? | As per award. |

REASONS

7. In his evidence as Ex. WW-1 Shri Chaitar Singh the witness for the Union has affirmed that the individual output of 96,000 per day in the beginning was reduced to 84,000 per day but when it was found to be impossible to achieve the quota, the same was reduced to 76,000 per day for final Counter. At the same time there was assurance that the incentive at 40 per cent would be kept intact. The witness further stated that during the first 6-7 months by introducing short-cut in the processes the management could achieve 100% proficiency but thereafter it started falling down with the result there was reduction and in the year 1983 ultimately the final quota was brought down from 76,000 per day per counter to 60,000 per day and the agreement dated 11-9-1983 was catered into. It is stated that under this agreement the incentive was to be paid on the total pay instead of basic pay, and the proficiency index system was also discarded but the base level of 2.64 millions was retained. It seems that under this agreement when there was an increase of 1% over the base level the corresponding increase was 0.7, the effect was that a person who was initially getting Rs. 80.00 under the old scheme started getting for the same work an amount of Rs. 288.00. Further referring to agreement dated 3-7-1984 he stated that instead of 9 hours per day, the working hours of final counter were fixed at 11 hours per day and he admits that the final counter now earns total salary of Rs. 1,700 to 1,800 and that all the employees are benefited. Whatever grievance was formerly subsisting therefore can no longer survive in view of the two agreements referred to by the witness and even if the total output was not brought down when the individual output was lowered down, all these factors must have been considered by the Union at the time of entering into settlement in the years 1983 and 1984 and therefore the dispute can no longer survive.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-42011/38/83-D. II(B)]

नई दिल्ली, 7 जनवरी, 1986

का. आ. 186.—जीवोगिक विवाद भवित्वियम्, 1947 (1947 का 14) की आरा 17 के प्रमुखरण में, केस्ट्रेंज राज्य सरकार बैस्टन रेलवे राज्यकाल के प्रबंधित से सम्बद्ध नियोजकों विर उके कर्मकारों के बीच अनुबंध में निकिट जीवोगिक विवाद में जीवोगिक भवित्विण, महामदावाद गुजरात के पंचाट को प्रकाशित करता है, जो केस्ट्रेंज सरकार की 20-12-85 का पात्र दुपा था।

New Delhi, the 7th January, 1986

S.O. 186.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, Gujarat, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Rajkot and their workmen, which was received by the Central Government on the 20th December, 1985.

| Issues | Findings |
|--|----------|
| 1. Whether when the individual output was reduced from 96,000 to 76,000 per day there should have been a reduction for total production? | Yes |

ANNEXURE

BEFORE SHRI G. S. BAROT, PRESIDING OFFICER,
INDUSTRIAL TRIBUNAL (CENTRAL) AT AHMEDABAD

Reference (IIC) No. 7 of 1984

Adjudication

BETWEEN :

Western Railway, Rajkot ;

AND

The workmen employed under it.

In the matter of termination of services of Shri A. Gopal w.e.f. 21-12-1982.

AWARD

The industrial dispute between the Western Railway, Rajkot and the workmen employed under it has been referred to me for adjudication as a Presiding Officer under Section 10 of the Industrial Disputes Act, 1947, by the District Officer, Ministry of Labour & Rehabilitation, Department's No. L-4101/50/83-D.II(B) dated 8th February, 1984.

2. The dispute relates to a single demand which is as under:—

"Whether the action of IOW(MG), Sabarmati, Western Railway in terminating the services of Shri A. Gopal, Khalasi w.e.f. 21-12-82 is justified? If not, to what relief is the concerned workman entitled?"

3. Before this reference can be heard and finally disposed of, the parties have come to terms and submitted the terms of settlement vide Ex. 3 with a request to make an Award in terms thereof. The terms of settlement appear to me fair and reasonable under the circumstances of the case. I, therefore, make an Award in terms of settlement Ex. 14 which is annexed hereto as Appendix 'A'. No order as to costs.

Ahmedabad.

Dated : 4th December, 1985.

G. S. BAROT, Presiding Officer.
[No. L-41011/50/83-D.II(B)]
HARI SINGH, Desk Officer.

APPENDIX 'A'

The Presiding Officer,
Industrial Tribunal,
Gujarat-Ahmedabad.

BETWEEN :

The Divisional Railway Manager,
Kothi Compound-Rajkot;

AND

The Pashim Railway Karamchari Parishad,
Rajkot-Division,
Reg. No. I.T.C. 7 of 1984.
Fixed for 28-11-1985.

We have come to an agreement which should be declared in this reference.

1. Regarding payment for the period 30-4-83 to 6-6-83 the day he was engaged. Payment will be made.
2. Period from 21-12-82 to 29-4-83 will be deemed to be treated as duty for all purposes except wages.
3. Temporary status was granted from 6-4-79, leave account will be recasted and wages will be paid for his absence period from 6-4-79 to 30-4-83, debiting to his earned leave.
4. Due to implementation of items 2 and 3 whatever other benefits due to the party will be paid.

Attorney—

N. H. SHARMA, Asstt. Engineer-Sabarmati(MG)
For Divisional Rail Manager,
Western Railway, Rajkot-Divn.

S. B. Nigam, Zonal Secy.

नई दिल्ली, 6 जनवरी, 1986

का. मा. 187 :—ओर्यांगिक विवाद प्रबंधनियम, 1947 (1947 का 14) का द्वारा 17 के मनुसंहार में केन्द्रीय सरकार, प्रांतीय वैक के प्रबंधन से सम्बद्ध नियाजकों और उनके नियकारों के बीच, प्रजुषक में निर्दिष्ट ओर्यांगिक विवाद में ओर्यांगिक प्रबंधन, हैदराबाद के पंचायतों प्रकाशित करता है, जो केन्द्रीय सरकार को 24-12-85 को प्राप्त हुआ था।

New Delhi, the 6th January, 1986

S.O. 187.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the Andhra Bank, Hyderabad and their workmen, which was received by the Central Government on the 24th December, 1985.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD

Industrial Dispute No. 30 of 1982

BETWEEN :

The Workmen of Andhra Bank, Hyderabad ;

AND

The Workmen of Andhra Bank, Hyderabad;

APPEARANCES :

Sri K. Rama Rao, Joint Secretary, Andhra Bank Employees' Union, Hyderabad—for the Workmen.

Sri K. Srinivasa Murthy, Advocate—for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012(305)/81-D.II(A), dated 20-7-1982 referred the following dispute under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Andhra Bank, Hyderabad to this Tribunal for adjudication :

"Whether the Management of Andhra Bank, Hyderabad is justified in reverting Shri K. Suryanarayana from the post of Clerk to the post of Sub-staff with effect from 1-10-1976? If not, to what relief the workman is entitled?"

This reference was registered as Industrial Dispute No. 30 of 1982 and notices were issued to both the parties.

2. The claims statement filed by the workman stating that the provisions of the Sastry Award in the matter of extending the period of probation and the reversion to the post of a Peon were not followed and that he should be promoted back to the clerical post forthwith and pay him arrears of pay from the date of the illegal reversion to the date of compliance while fixing him in the clerical scale of pay to which he is entitled. The workman stated that Andhra Bank is a public sector Bank having its Head Office at Hyderabad. He joined the service of Andhra Bank as a Peon in the year 1946 and served the Bank loyally for a period of 36 years. According to him he was duly promoted as Clerk in 1975 after passing his matriculation in 1966. After passing the written test and qualifying in the interview as per the terms of the agreement of 1970 between the Management and Workmen. He further mentioned that he was promoted to Clerical post on 31-12-1975. It is his case that he completed six months' probation period which came to an end by 30-6-1976, and when he was expecting formal orders of confirmation, to his surprise on 10-7-1976 he was served with a notice on 2-7-1976 that his probation period was extended by 3 months on the ground of unsatisfactory work by the Regional Manager, Warangal. Again on 1-10-1976 he received orders from the Central Office, stating that he was demoted and reverted as a peon. Simultaneously he was transferred to Warangal from Khammam Branch of Andhra Bank. According to him the Manager of Warangal Branch as well as the Regional Manager of Warangal duly recommended his case to the Central Office to restore him to the clerical cadre with immediate effect. But the Manage

ment failed to accept the same. He mentioned that the extension of probation period is in violation of Rule 420 of Sastry Award and that his reversion to the post of a Con from Clerical grade is a punishment imposed upon him without giving him any opportunity to defend himself. He mentioned that the same is contrary to law and principles of natural justice and the same amounted arbitrary and illegal exercise of power and the same caused severe monetary loss but also humiliation and degradation among the co-employees as well as family circles.

3. The Management filed a counter stating that the reference is illegal and without jurisdiction. It is mentioned that the reversion of Clerical staff who was promoted from sub-staff on the ground of his not completing the period of probation satisfactorily was done on 30-9-1976. The reference is made six years later and it is stale claim which has been referred. According to the Management this is out side the scope of reference under Section 10(1) of the I.D. Act as it is not a pending matter or live issue. It is nearly contended that the employee has to satisfactorily complete the period of probation and it is within the subjective satisfaction of the Management unless maladies, victimisation or unfair labour practice are alleged and proved. It is pointed out that the nature of performance of an employee can only be noticed by the employer who has to get the work done and the concerned persons had to deal with constituents of banks and a person who is not qualified for the post cannot be expected to deal with constituents of the bank in a satisfactory manner. The allegation that he completed the required period of probation of 6 months by 30-6-1976 is not correct. He is only promoted provisionally as a Clerk on 31-12-1975. It is also informed that his services was not satisfactory and the probation period was extended for three months and has no improvement was shown and on the other hand when it became worse the Respondent Bank found that the conduct of the workman-petitioner was unsatisfactory and therefore reverted him to substaff cadre with effect from 29-9-1976. It is mentioned that the same is legal, valid and proper and it is not suffered from any infirmity. It is denied that Partus 495-516 of the Sastry Award are violated. The claim of the petitioner-workman should be rejected in to with costs.

4. The workman examined himself as W.W.1 and marked Exs. W1 to W12 documents while the Management examined two witnesses as M.W.1 and M.W.2 and marked Ex. M1 to M10 documents to substantiate their respective cases.

5. The sum and substance of the evidence of the workmen is as follows: W.W.1 deposed that he passed Matriculation examination of Andhra University in 1966 and promoted as Clerk on 31-12-1975. Ex. W1 is the copy of the order of promotion. He also mentioned that he was receiving Clerks salary from the date of promotion. He mentioned that he was promoted and posted to Khammam Branch. According to him because of his union activities some misunderstanding arose between him and the Branch Manager. It is his case that he worked as a Member of the Executive of the Union previously and no memo was given to him by the Branch Manager against his work during the probation period. He mentioned that he was deputed to Kodad Branch as Joint Custodian as his work was found satisfactory. He filed Ex. W2 to show that his probation was extended for further period of three months. According to him no notice was issued to him prior to this extension period of probation while Ex. W2 was dated 2-7-1976 and he received on 10-7-1976. Ex. W3 is the protest letter sent by him dated 12-7-1976. According to him during the extended period no memo was given to him against his work and three months later he was reverted. He marked the reversion order as Ex. W4. According to him the Branch Manager Hanamkonda Branch signed the said letter and on reversion he was transferred to Warangal as Sub-Staff. The Branch Manager recommended on his representation Ex. W5 and Ex. W6 is another representation sent by him in 1980. Ex. W7 is the recommendation of the Branch Manager. Ex. W8 is the recommendation of the Regional Manager. Afterwards the Union has taken it as a dispute and Ex. W9 is the copy of the representation by the union made to the Labour Commissioner and Ex. W10 is only sent to the Management. Ex. W11 is the copy of the minutes of discussions. Again the Union sent a letter to the Management after failure of discussions in Ex. W12. He admitted that Ex. M1 is the letter given by the Management stating that he used to apply though he was not well. He denied

the suggestion that he absented himself without leave and some time later that he used to get the leave sanctioned. He denied the suggestion that without doing service for 11 months he unused leave for more than 30 days. He denied the suggestion that he absented himself as per his convenience and every time the Branch Manager had given him warning for unauthorised absence. He denied the suggestion that a memo was served upon him on 13-6-1975 for his unauthorised absence. He denied the suggestion that he was accustom with alcohol and that he was caught and kept in Police custody at Khammam. He also denied that under the influence of alcohol he assaulted a woman in a lodging house causing fracture to her and he was kept in police custody for that. He denied that the Khammam Branch Manager gave surety and got him released from the Police custody. He admitted that he received Ex. M2 letter written by the Staff Manager. But he denied the contents of Ex. M2 in the evidence. He denied that the Branch Manager gave any warnings to him. He denied that he was indifferent throughout his service and a Memo dated 8-6-1974 was given to him. Exs. M3 to M8 are his leave applications and Ex. M9 and Ex. M10 are the medical certificates submitted by him. He admitted that in Ex. W4 he mentioned he was reverted and his conduct was found unsatisfactory. According to him no enquiry was conducted by the Management for the alleged assaulting in the Lodge House at Khammam and he mentioned that he did not reply Ex. M2 as it was not required.

6. M.W.1 is Rural Credit Officer at Kaniakal. He mentioned that W.W.1 worked in Khammam Branch and promoted from Sub-staff to Clerk. According to him during his period at Khammam one of his customers informed him that an employee of the Bank was kept in Police Station and saw the claimant K. Suryanarayana there. It is his case that he learnt that in drunken state he caught hold of hand of a woman and so he was taken to the Police Station. It is also his evidence that he informed the Sub-Inspector who was known to him that Suryanarayana was a respective Member of their staff and there might be some mistake and so he might be released and that Suryanarayana was released. He mentioned that he did not remember the name of the Hotel where the incident happened. He also conceded that he did not verify whether the incident actually happened or not but he relied upon the information given to him by the customers. According to him he did not know that Suryanarayana was in the Union activities at Khammam. He also expressed his ignorance whether Suryanarayana was telling other staffmembers not to work on Sundays and out of office hours unless they are paid over time allowance. He finally admitted that he noticed him coming to the Bank in a drunken state and he also mentioned that he was not aware of issuing any memo to him stating that his work was not satisfactory.

7. M. W2 is the Manager of Andhra Bank, Vijayawada Town. He deposed that he knew K. Suryanarayana the claimant herein. According to him his performance and conduct was found to be unsatisfactory and therefore his probation was extended. He mentioned that his behaviour and performance was not like that of other clerk and therefore he was reverted to his original post under the instruction of the Central Office and that he served the reversion order. According to him the Central Office enquired him over phone about his performance and he replied on phone about his performance and there upon they issued reversion order. According to him the Despatch Section is the easiest Section. He denied the suggestion that Suryanarayana was advising other members not to sit late as per the Management did not give over time and he expressed his ignorance that Suryanarayana held important post in the Union in various capacities in 1956 and that he was an active member of the Union. He also said that he was not aware that Suryanarayana was alleged to be involved in drunkenness at Khammam as a probationary Clerk. According to him he was aware that he was frequently absenting himself from duty at Khammam. According to him whatever mentioned in my report to my Central Office with regard to attendance and performance of the work and not about the drunken state. He conceded that normally one is kept on probation for six months and after the expiry of the period if everything is alright he will be confirmed at the discretion of the Management. According to him he verified the conduct of the employee over phone from Khammam Manager and he did not verify from the personal file of Suryanarayana from Hanamkonda Branch. It is

his case that Khammam Branch Manager told him that Suryanarayana's work was not satisfactory, and he was regularly irregular in his work. According to him he gave oral instructions to Suryanarayana that he should improve his work and the same is not satisfactory and he did not sent any report in writing to the Central Office or Regional Office to that effect.

8. The admitted facts of this case are that Sri K. Suryanarayana who is the Sub-staff member joined the service of Andhra Bank in the year 1946 and he passed the Main-Culation examination of Andhra University in the year 1960 and he was promoted as Clerk on 31-12-1975 having become eligible for the post of Clerk after duly passing the written and after successfully quantitying in the interview. He was posted to Khammam Branch and he was kept on probation for six months from that date 31-12-1975 as per Ex. W1. While so his period of probation was extended for about three months. He was transferred to Haunchura Branch and without giving any Memo regarding his work and conduct during the extended period of probation he was reverted to the post of Sub-staff on 1-10-1976 and transferred to Warangal Branch and from there to K.M.C. Campus Branch, Wrangal. On this he made a representation as per Ex. W3. It is dated 12-1-1976. He complained that he was reverted without giving him any memo stating that his work was not satisfactory. He pointed out that he was working without any remark against any of his work in the office for the last 30 years and that he was given cash award for his seniority. He also represented by another letter dated 10-12-80 to the General Manager, Andhra Bank to reconsider his reversion and post him in the clerical capacity. Incidentally the same is Ex. W6. The Manager of K.M.C. Campus, Warangal while forwarding the representation of the Branch Employees Union mentioned that the strongly recommended to reconsider his representation favourably and forward the same to the Central Office with his representation and under Ex. W8 the Regional Office considered the same and observed that his representation was genuine and in its turn, recommended to the Head Office to consider him favourably and promote him to clerical cadre. Finally on 6-7-1981 the matter was represented by the Union regarding the said reversion in the conciliation proceedings under Ex. W9 to the Regional Labour Commissioner. Ex. W10 are the comments of the Management for the same stating that his performance was not upto the required standard therefore the Management had no alternative except to revert him to Sub-staff cadre and thus under Ex. W11 shows that the request of the Management the Conciliation proceedings were adjourned. Ex. W12 is another document from the union to the Assistant Commissioner of Labour telling that the matter conciliation proceedings ended in failure and the same is pending for consideration before the Government of India for reference. Even then they are prepared for amicable settlement. Thus from 1-10-1976 till 19-6-1982 as seen from these documents the said worker as well as the Union has taken up his case individually and through Trade Union for getting the matter adjudicated at appropriate levels. The Management's objection that it is a stale matter and therefore the reference itself after six years is bad and not tenable in the light of the decision reported in Vazir Sultan Tobacco Co. v. State of Andhra Pradesh [1964(I) LLJ, page 622] does not hold good in the present case. In that case a single Judge of the High Court of Andhra Pradesh in Vazir Sultan Tobacco Co., v. State of Andhra Pradesh referring to 1959 (II) LLJ, page 26 observed that when there was delay of six years before the alleged dispute was referred, it amounted to inordinate delay and the same is both unreasonable and unjustified and therefore the Labour Court was directed not to proceed with the reference. In Shalimar Works Ltd., v. Their Workmen (1959 (II) LLJ, page 26) it was a case where the workmen were discharged wholesale and the closure of the industry was followed by its reopening and fresh recruitment of labour took place. The old workers, other individuals or the Union did not take the matter for adjudication within a reasonable time. In those circumstances, it was held that the Tribunal should be justified in refusing the relief of reinstatement to avoid dislocation of industry and that it is the correct order to make. In Vazir Sultan Tobacco case the worker was charged for indiscipline and disobedience of order and after enquiry by the Petitioner-Company he was dismissed in October, 1957 and a representation was sent by the Mazdoor Union in 1959 espousing his cause signed by some workers. In 1960 the same was espoused by another Union. There-

after on 17-5-1962 the Government referred the dispute as industrial dispute under Section 16 (1)(c) and the same was challenged by way of a writ by the Management stating that there is long delay of six years when the alleged dispute arose and it makes the reference illusory. It was found by His Lordship the outside agency which has nothing to do with the workmen cannot espouse his case has to bring it within the meaning of I.D. Act and that 104 workers signing out of 2,170 workers cannot therefore said to be substantial or appreciable number to support the cause and that they have no community of workers or the Union representing them. So those facts therein are completely different. First of all when the order is dated 1-10-76 when they reverted him back to Sub-staff, apart from protesting for extension of probation period for three months from 12-7-1976, the individual concerned made a representation on 10-12-1980 and the Union also has taken up his case on 6-7-1981. Moreover there are proceedings of the Regional Manager as well as the Union recommending his case under Ex. W5 and W7 and W8 to that effect from 1979 onwards. So it is not correct to say that there is no representation by the individual concerned who is effected. Admittedly when there is no notice for reverting him back and when no opportunity is given, it cannot be said that the Union has no community interest and therefore the Union cannot adopt the dispute on his behalf. Moreover it is not a case of dismissal. It is a case of reversion and the same is governed by certain adopted principles between the Management and the Union and also governed by the Shashi Award. So the question of delay in referring the matter has no substance. Further there is no limitation prescribed for the reference of dispute to Industrial Tribunal. The time taken by Central Government for referring to the Tribunal in this matter basing upon the long drawn representations by the individuals as well as Trade Union as well as the Regional Labour Commissioner and Assistant Labour Commissioner proceedings would show that it is not static particular point of time and it is under consideration at various levels and even the Management as per their comments dated 27-8-1981 were trying to answer about the matter raised by the worker of the Union. The reference is made in 1982 as there is no other alternative left after following all steps regarding the conciliation failure. Therefore there is no undue delay and I do not think that the matter which is static and it became stale. The said contention is not tenable.

9: The question to be seen now is whether the reversion is based upon correct facts and they are based upon justifiable grounds or not? It is not the case of the Management that there is no vacancy and therefore he was reverted. The Management could not deny that he is a member of the trade union and he worked actually for reorganising the Employees Union. Now the evidence of the Management witnesses will show that there is utter disregard for the Bypartite Settlements or the Industrial Awards in the matter of promotions. The so-called M.W.1 who went to the Police Station and got the said workman released on an allegation that he caught hold of a woman's hand in a drunken state and that he was kept in remand at Khammam. In the cross-examination he utterly failed to stand the test of legal scrutiny about his averments. He could not remember the name of the hotel where the incident happened. He did not verify whether the incident actually happened or not, but it is alleged that he was given information by a customer and he never noticed him coming in a drunken state in the office. He never knew that the said Suryanarayana was given memos stating that the work was not satisfactory. But he expressed his ignorance that Suryanarayana was participant and active member of the Union asking the workers not to work on Sundays and out of office hours without paying over time allowance. So the evidence of M.W.1 is practically not useful to the Management's version to prove that the accused was kept in Police Station for bad behaviour or in drunken state or caught hold of a woman's hand. The most important thing the Management should have done is by examining the concerned Police Officer if there is such an incident to show that he was in custody on a complaint given by a lady or Hotel management, that he was involved in such an incident. At any rate there is no such evidence. Further it has nothing to do with his official duties or activities. I do not know under what rules especially when M. W1 admitted that the worker never was found to be coming to the office in a drunken state can be held to be a man of misbehaviour for

drunkenness else-where. No report was also brought from the Police Station to prove the same either from the lady or concerned Policy and both the hotel and hotel proprietor and lady are mysteriously unknown to us. Coming to the next second witness examined by the Management namely M.W.-2, it is his allegation that Suryanarayana's performance and conduct was found to be unsatisfactory and he tried to say that his performance was not upto the standard. So he was reverted back to the original post under the instructions of the Central Office. He tried to show as if he tried him in number of sections that from the current account and despatch section savings account section and on a telephone it is said that the Central Office enquired about him about the performance of Suryanarayana and on his reply on phone they issued the proceedings of reversion order and he served the reversion paper on Suryanarayana. He could not deny that Suryenaranarayana held important posts in union in various capacities in the year 1956 and he was an active member of the Union activities. He conceded that he was not aware that Suryanarayana was alleged to be involved in drunkenness at Khamam as a probationer clerk. The theory of drunkenness as part of misconduct is shattered.

10. In other allegation that he was frequently absenting him from duty at Khamam, is not proved by any tangible evidence to the relevant periods in question. Ex. M8 is statement showing leave particulars of K. Suryanarayana given by the Management. First of all they refer to the period from 1-2-1978 to 24-4-1978. Thus the periods availed by him were subsequent to the socalled punishment given to him as reversion. Moreover there is a medical certificate with reference to his leave from 1-2-1978 to 5-2-1978 and another certificate for the periods from 25-9-1970 to 27-9-1980 etc. under Ex. M10. Ex. M1 shows that he passed Matriculation examination in the year 1966 and he put up already 29 years of service by the date of his application in 1975 and that he was healthy aged 45 years well conversant with English besides Telugu seeking permission to sit for the written test. The management relied upon Ex. M2 to show that it is reported that he took alcohol and behaved in a disorderly manner by causing alleged fracture to the woman by throwing her from the first floor of the lodging house and that he was cautioned for his behaviour in attending the office under the influence of alcohol and it is said that he is again cautioned. Ex. M3 is the report showing that he availed 11 days sick leave as per the Medical Certificate, and that Ex. M4 showed that K.M.C. Campus Warangal on 16-10-1980 the leave applied also recommended to be sanctioned. It is subsequent to the incident Ex. M6 is also subsequent to the incident where he availed privilege leave. Ex. M7 is also subsequent to the incident after he availed privilege leave. Thus except Ex. M2 in which it is stated that there is an allegation of a warning there is no whisper of any misconduct on his part. Further the evidence of the worker M.W.1 denied that he was kept in Police custody at Khamam and he also denied that he was under the influence of alcohol and that he assaulted a women in lodging house causing fracture to her and that he was taken to police custody at Khamam. He admitted that Ex. M2 is a letter written to him by the Staff Manager. But M.W.1 deposed in his deposition about the reliability of the contents of Ex. M2. Ex. M2 contents are said to be issued by the Staff Manager, Khamam at the relevant time and he was no other than M.W. 1. M.W.1 did not say a single word either on Ex. M2. Even M.W.2 expressed his ignorance that Survanarayana was allegedly involved in a drunkenness incident at Khammam as a probationer clerk. So what for Ex. M2 has come into existence must be seen. Evidently he was promoted from Sub-staff on 31-12-1975 and by 30-6-1976 he completed probation period of six months and they extended the probation period for another three months. Under Ex. W2 stating that his performance is not upto mark, that he should perform his duties efficiently accuracy and rapidity and it is also mentioned that he is advised to improve his hand writing and conduct towards public. First of all from the ground of Ex. W2 are very vague. There is no reason to say how his work or performance is not upto mark. What is the yardstick for such a remark. In the Bypartite Settlement Shastry Award or other Awards it is not laid down that it is at the discretion of the Management they can extend the probation as they like under Para 495 of the Shastry Award. It is said that ordinary period of probation should not exceed six months. However, in case of person whose work not found to be quite satisfactory during the said report but who are likely to improve and

give satisfaction if a further opportunity is given to them; the period may be extended by three months provided due notice in writing is given to them and on that consent in writing is obtained before the extention of their period of probation. In all other cases probation after the expiry of period of six months it should be deemed to have been confirmed unless their services are dispensed with on or before the expiry of the period of probation. In this case no such procedure is followed. Under Para 516 of the Shastry Award every employee whether he is temporary probationer or permanent employee it is directed to maintain the service book containing all the particulars of his salary, promotion, pay, disciplinary action if any taken any remarks about his efficiency, character made by his superiors. It is also mentioned that any adverse remarks are made against an employee atleast thereof should be communicated reversion reverting Suryana to Sub-staff post cannot be the instance case Ex. M2 is the main document on which they based. But Ex. M2 document is not proved by any legal evidence. The concerned lady or the hotel proprietor or the alleged incident are not at all proved by any concerned person either directly or indirectly. Even the writer of Ex. M2 is not before the Industrial Tribunal. So because Ex. M2 is admitted to be served it cannot be said that contents are proved. The worker denied the allegation totally and it cannot be considered as an adverse remark maintained in a register form as required under Para 516 of a Service Book. Therefore looked from any angle the arguments of the Management that he is informed that his service as probationer is not satisfactory and that during the extended period of probation did not improve seems to be all bald statements without any legal proof. The socalled reversion reverting Suryana to Sub-staff post cannot be said to be properly done and the same is against the provisions of Paras 495 and 516 of the Shastry Award, it cannot be said that he did not complete the period of probation and therefore para 495 and 516 of the Shastry Award had no application. It is surprising that the Management contended that he was found not upto the standard which is required for clerical post. Now the question what is the standard expected of a Clerk in such circumstances. There is no evidence from M.Ws. 1 and 2 saying that in a section he misbehaved or that he did not work. M.W. 2 tried to show that he was unable to cope in the work in the Despatch Section which is the easiest section then he changed him to Current Account Sub-day Book Section. It is said that there also he was not able to complete its work. Then he was transferred to Saving Account Section, there also he was not able to cope with the work. First of all this witness blurted out when the Court put him a question that Despatch Section is the easiest Section in the Department. If the Clerk is not able to do satisfactory work in the Despatch Section which is admitted to be the easiest Section it is surprising and astonishing that he was made to work in Current Account Sub-Day Section and Saving Book Section which are according to his own standard to be not easy section. This shows that the Management is bent upon finding fault with him for no fault. Moreover the silliest blunder as admitted by M.W2 would show that the Central Office enquired by him by phone about his performance and on phone he mentioned to them about his performance and they issued reversion proceedings on the basis of phone message which is a secret message even till today. The socalled conversation is not in writing anywhere and no service entries are there to that effect. All this would show that the worker Suryanarayana who was there for more than 29 years as Sub-Staff having passed Matriculation Examination when he sought for interview and got selected was involved in Trade Union activities in his own way and some excuses are invented to see his probation is extended and even before the period of extended probation of three months is over without any remarks regarding his efficiency or character being noted in the service Book and without communicating the same to him in writing and without notice to him they tried to revert him back Sub-Staff post. The probation can be extended only to improve and give satisfactory account and not for a bad man. So looked from any angle it is clear where the Management acted high handedly without any legal basis and therefore the reversion of K. Suryanarayana from the post of Clerk to the post of Sub-Staff with effect from 1-10-1976 is illegal, void and contrary to the notions of law and principles of natural justice. The said Suryanarayana is entitled to all the benefits like salary, allowance,

other attendant benefits as a Clerk throughout without any reversion and the reversion of the said Clerk to the Sub-Staff from 1-10-1976 stands cancelled and annulled and all his salaries, emoluments are protected as he was drawing with future benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him corrected by me and given under my hand and the seal of this Tribunal, this the 6th day of December, 1985.

Sd/-

INDUSTRIAL TRIBUNAL

Appendix of Evidence

**Witness Examined
for the Workmen:**
W.W1 K. Suryanarayana

**Witnesses Examined
for the Management:**
M.W1 B. Sridhar Naidu
M.W2 A. Muralidhar

Documents marked for the Workmen

- Ex. W1—True copy of the Promotion Order No. 3/255, dt. 9-1-76 of K. Suryanarayana.
- Ex. W2—True copy of the Memo No. 3/RM/3594 dt. 2-7-76 given by the Regional Manager, Telangana extending the period of probation of K. Suryanarayana by 3 months.
- Ex. W3—True copy of the Representation dt. 12-7-76 given by K. Suryanarayana to the Regional Manager, protesting against the extension of his probationary period.
- Ex. W4—True copy of the Office Memo No. 206/3/1034, dt. 29-9-76 issued by the Branch Manager, Hanumkonda, reverting K. Suryanarayana from the clerical cadre to Sub-Staff Cadre.
- Ex. W5—True copy of the letter No. 302/3/225, dt. 17-12-79 written by the Branch Manager K.M.C. Campus Branch, Warangal recommending the promotion of K. Suryanarayana to clerical cadre.
- Ex. W6—True copy of the Representation made by K. Suryanarayana to General Manager on 10-12-80 to consider his promotion back as a Clerk.
- Ex. M7—True copy of the letter No. 302/3/238, dt. 19-12-80 written by the Branch Manager, KMC Campus Branch, Warangal forwarding the representation of K. Suryanarayana with recommendation to promote him back as a clerk.
- Ex. W8—True copy of the Letter No. 686/3/9259 dt. 19-12-80 written by the Regional Manager, Warangal, recommending the case of K. Suryanarayana to the Management to consider his promotion back as a clerk.
- Ex. W9—Letter No. 112/81 dt. 6-7-81 written by the Union to the Asst. Labour Commissioner (C) Hyderabad, Hyderabad while raising a dispute regarding the improper extension of probation period and illegal reversion to clerical cadre.
- Ex. W10—True Copy of the Reply Statement No. 071/20/PM dt. 27-8-81 filed by the Management before Asst. Labour Commissioner (C).
- Ex. W11—True copy of the Minutes discussion between the union and the Management of Andhra Bank before the Asst. Labour Commissioner (C) on 27-8-81.
- Ex. W12—True copy of the letter No. GS/2/82/390, dt. 19-6-82 by the Union to the Management, requesting them to come to some sort of understanding on this issue, pending reference by the Government of India, Ministry of Labour, New

Delhi to the Hon'ble Industrial Tribunal (C), Hyderabad.

Documents marked for the Management:

- Ex. M1—Letter dt. 9-10-75 addressed by K. Suryanarayana to the General Manager, Andhra Bank Limited, Central Office, Sultan Bazar, Hyderabad with regard to Sub-Staff written test for clerical staff.
- Ex. M2—Warning Letter No. 3/PER dt. 4-5-76 issued by the Staff Manager to K. Suryanarayana.
- Ex. M3—Sick Leave application of K. Suryanarayana.
- Ex. M4—Privilege Leave application dt. 16-10-80 of K. Suryanarayana.
- Ex. M5—Privilege Leave application of K. Suryanarayana.
- Ex. M6—Privilege Leave application of K. Suryanarayana.
- Ex. M7—Privilege leave application of K. Suryanarayana.
- Ex. M8—Statement showing the leave particulars of K. Suryanarayana.
- Ex. M9—Medical Certificate dt. 13-2-78 issued by Dr. G. Prasada Rao, M.B.B.S., Hanumkonda Nursing Home, Lashkar Bazar, Hanumkonda to K. Suryanarayana.
- Ex. M10—Medical Certificate dt. 25-10-80 issued by Dr. P. S. Venu Gopal, M.S., Assistant Civil Surgeon, M.G.M. Hospital, Warangal to K. Suryanarayana.

13-12-85.

J. VENUGOPALA RAO, Industrial Tribunal
[No. L-12012/305/81-D.II(A)]

नई दिल्ली, 7 जनवरी, 1986

का. पा. 188 :—ओर्यांगिक विवाद अधिकार, 1947 (1947 का 14) का धारा 17 के प्रत्युत्तर में केन्द्रीय सरकार, भारतीय स्टेट बैंक के प्रबंधनताम से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुभव में निर्दिष्ट ओर्यांगिक विवाद में केन्द्रीय सरकार ओर्यांगिक अधिकारण नं. 2, अम्बर्ह, के वचार को प्रकाशित करता है, जो केन्द्रीय सरकार को 18-12-85 को प्राप्त हुआ था।

New Delhi, the 7th January, 1986

S.O. 188.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay, as shown in the Annexure in the industrial dispute between the employers in relation to the State Bank of India and their workmen, which was received by the Central Government on the 18th December, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/38 of 1985

PARTIES :

Employers in relation to the Management of State Bank of India.

AND
Their Workmen.

APPEARANCES :

For the Employers.—Shri P. M. Palshikar, Advocate.

For the Workmen.—Shri J. G. Gadkari, Advocate.

INDUSTRY : Banking.

STATE : Gujarat.

Bombay, dated the 28th November, 1985

AWARD

By their order No. L-12012/237/83-D.II(A) dated 12-4-1985 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of State Bank of India, Ahmedabad in relation to their Laghu Udyog Branch in dismissing Shri Fernandes from service is justified ? If not, to what relief the concerned workman is entitled ?"

2. Although in the domestic enquiry two employees were involved viz., SjShri F. A. Fernandes and A. B. Panchal it seems that the latter acquiesced in the order of stoppage of four increments and the dispute pertains to the former who was initially ordered to be dismissed but the competent authority reduced the punishment to that of discharge from service. The incident in question took place on 15-1-1981 in the premises known as Machine Premises were along with other machines Alpha Punch Machine was installed. The said machine room is in the premises of Laghu Udyog Branch of State Bank of India. The record speaks that Shri Chakravarji was the Officer on duty in the Data Processing Centre, SjShri V. S. Gupta, F. A. Fernandes, the workman concerned and A. B. Panchal were the operators while Shri Bihola was the temporary Class IV servant. On the relevant date while these employees were working in the second shift from 2.30 P.M. to 9.30 P.M. till 7.30 P.M. Shri Gupta worked on the Alpha Punch Machine and at 7.45 P.M. along with Shri Bihola he went out of the machine room for taking tea leaving behind SjShri Chakravarji, Fernandes and Panchal in the Machine Room. Shri Chakravarji worked on the machine between 7.30 P.M. and 8 P.M. for correcting some cards which work he finished at about 8 P.M. and thereafter he left the room for going to the toilet. At that time Shri Fernandes was working on the punching Machine while Shri Panchal was also there. When Shri Chakravarji was returning from the toilet he noticed that Shri Panchal who was standing outside the swing door on seeing him gave a violet start and rushed to the Punching Section which made Shri Chakravarji suspicious and he ran down following Shri Panchal to the Machine Room. What he is alleged to have noticed was that Shri Fernandes was standing in a bent over position behind the Alpha Punch Machine and Shri Panchal who was in the Punching Section was gesticulating at his colleague. It is alleged that Shri Fernandes had no business to be in the Machine room as the work done by him was on the Punching Machine in a separate section. Shri Gupta returned after taking tea about 8.45 P.M. when he again tried to do some work on Alpha Machine, but he found the same to be giving faulty replies. Similarly Shri Chakravarji also noticed that the Machine was not working properly and he therefore wrote a report for the perusal of Shri B. M. L. Touro, who was to arrive on duty after him, and since he could not contact him in the absence of his address kept it in the drawer and left the premises. Ultimately this led to the suspension of Shri Fernandes and the chargesheet indicating the workman of gross-misconduct namely that he deliberately and wilfully caused damage to 029—Alpha Punch Machine at about 8.00 P.M. and while causing the damage he destroyed the various electrical connections in the lower rear area of the machine, broke to pieces the electrical circuit cards and knocked a relay out of its socket. There was also similar charge against Shri Panchal for doing an act prejudicial to the interests of the Bank.

1364 GI/85—10.

3. During the domestic enquiry the management examined SjShri A. K. Chakravarji, B. M. L. Touro, Y. S. Gupta, P. S. Bihole, B. M. Modi and N. K. Shetri. Shri Chakravarji was the Officer in Charge of the shift and Shri Touro was officer next shift to whom the matter was reported by Shri Chakravarji. Against this there is the evidence of Shri K. B. Pathak and Smt. P. E. Abhay Kumar, Punch Operators working at the same place. The witnesses were examined and crossexamined and even though Shri Pathak happened to be the defence witness questions asking to cross-examination were allowed to be put for soliciting certain information. On going through the evidence and the documents like the certificate issued by Shri J. P. Narayanan, Area Manager of Computer Maintenance Corporation Limited and bill for charges submitted by the said Corporation the Enquiry Officer concluded against both the workmen, held the charges established and submitted a detailed report with which report the Manager and Disciplinary Authority agreed and passed the order of punishment, which order as already stated so far as the punishment of Shri Fernandes was concerned was reduced to an order of discharge by the General Manager and Appellate Authority on the workman having preferred an appeal.

4. In the present reference various contentions have been raised on behalf of the workman against the finding of guilty as well as against the fairness of the enquiry complaining violation of principles of natural justice. Inter alia it is contended that although during the enquiry itself the necessity of examination of Engineer of Computer Maintenance Corporation Limited and the Area Manager was tried to be stressed for the purpose of alleged proof of repairs carried out by them, the management failed to cite the material witnesses and it is therefore urged that the findings can never be supported. What is contended is that when the entire case is dependant upon the circumstantial evidence namely the alleged proof of Shri Fernandes standing near the machine and the alleged damage to the machine which was in order till 8 P.M. and which was found to be out of order at 8.45 P.M. and the evidence of Shri Chakravarji was that he was absent hardly for about five minutes from the premises in question, unless the expert who had carried out the repairs was cited, it is not possible to judge whether the evidence of Shri Chakravarji can be believed or not and in the absence of direct evidence, it will have to be assessed whether during the short period it was possible to cause damage to such a great extent.

5. The order of suspension passed against the workman on the very next day of the incident is cited as a proof of victimisation practised against and it is further urged that during the enquiry the Enquiry Officer having disallowed to put question of suspension and past activities of the workman, it has caused injustice to the workman rendering the enquiry unjust and improper. Lastly it is urged that the competent authority having not considered the past record of the workman while awarding punishment, has vitiated the final order passed against him.

6. All these contentions have been refuted by the management who supported fully the enquiry, the Enquiry Officer's report, his findings, the order of suspension and final order of discharge passed against the workman.

7. On the above pleadings the following issues arise for determination and my findings thereon are :—

| Issues | Findings |
|---|---------------|
| 1. Whether the findings of the Enquiry Officer holding the workman guilty of misconduct proper and reasonable ? | Yes |
| 2. Or was it perverse ? | No |
| 3. Was the enquiry vitiated ? | No |
| 4. Is the order of punishment harsh and disproportionate ? | No |
| 5. What award ? | As per award. |

REASONS

8. The order of events as they are alleged to have occurred is already referred to requiring no repetition and from the Enquiry report we find that the Enquiry Officer narrated in all 10 circumstances which clinched, according to him, the issues against the workmen, namely S/Shri Fernandes and Panchal. In this connection it is very pertinent to note that although the punishment varied in the case of these two workmen because one was the actual culprit and the other abettor, even in the case of Shri Panchal the stoppage of four increments which was the order passed against him must have caused durable monetary loss and normally an employee would never sit silent unless he acquiesced in the said order and found it to be justified one. Not only the increments were stopped but they were also having the effect of postponement of four increments as seen from the order dated 15-7-1982 passed by the Office Manager and Disciplinary Authority. No doubt Shri Panchal was allowed to continue in the service but with a sagitta. The evidence of the witness is that Shri Panchal who happened to be present on the premises was gesticulating and trying to draw the attention of Shri Fernandes when he noticed Shri Chakravarty returning from the toilet. The allegation against Shri Panchal is as conspirator and though he actually did not commit the act, was abettor to the same and while doing the same he was personally present. The record of Shri Panchal therefore in view of the finding noted against him can never remain clean and he is bound to suffer in future. In spite of all these grave consequences and in spite of the fact that he collaborated when act was carried out and who remained on guard, the fact that he accepted the finding is really a most important piece of circumstance which shall have to be taken into account while judging the evidence on record and also the fairness of the enquiry. S/Shri Fernandes and Panchal both were State Bank employees serving in the same Section and Shri Panchal must have been aware of the result of his not challenging the order of punishment and its consequences on the plea of co-worker.

9. The Enquiry proceeding is not a criminal proceeding but is a civil proceeding where the burden of proof shifts from one side to other as the case develops. Initially it is bound to be on the party namely the management who has chargesheeted the workmen but in the course of enquiry it may happen if certain conduct is attributed to the workman on which the reliance is placed for drawing inference, the workman may be expected to prove the conduct to avoid its consequences. Further more once we take the basic difference between a civil proceeding and criminal proceeding into account, the charge levelled against the delinquent workman need not be proved to the hilt as is required to be done in a criminal case but if the evidence is such that any reasonable and prudent person would come to the conclusion to which the enquiry officer has arrived at, the charge must be held to have been properly established. Furthermore, the present reference is under Section 11A of the Industrial Disputes Act where although the evidence can be re-appraised for the purpose of determination of proper and reasonable finding, the fact that on appreciation of the evidence the Enquiry Officer has come to certain conclusions and has accepted the statement of witnesses and rejected others will have its own significance.

10. For noting the finding of guilty the Enquiry Officer has referred to in all 10 circumstances as appearing at page 18 and 19 of the Enquiry Reports :—

- (i) On 15-1-81, Sarvashri Chakravarty, Gupta, Fernandes, Panchal and Bihola were present in a department at around 7.30 P.M.
- (ii) At 7.30 p.m. the Alpha punch machine was found to be in working condition by the Head Operator, Shri Gupta.
- (iii) At 7.45 p.m. Sarvashri Gupta and Bihola with the permission of Shri Chakravarty left for tea in the adjoining canteen room.
- (iv) At 5 minutes past 8 p.m. after completing the correction work on Alpha punch machine, Shri Chakravarty left for toilet leaving Sarvashri Fernandes and Panchal in the department.
- (v) On returning from the toilet, Shri Chakravarty finds Shri Panchal moving agitatedly inside the machine room in a suspicious manner.
- (vi) On reaching near the entrance door, Shri Chakravarty finds Shri Fernandes standing behind the Alpha punch machine in a bent over position while Shri Panchal was making some kind of signal to Shri Fernandes.
- (vii) On seeing Shri Chakravarty present in the department, Sarvashri Fernandes and Panchal became nervous and signs of nervousness became apparent by their behaviour.
- (viii) Around 8-30 p.m. Shri Gupta tries to operate the Alpha punch machine and finds that it was not in working condition.
- (ix) On 15-1-1981 neither Shri Fernandes nor Shri Panchal was given any work which would have required them to handle Alpha punch machine.
- (x) On 16-1-81, when Shri Fernandes was delivered a letter in a sealed envelope, he accepted it under protest without even known the contents of the letter."

11. The important circumstance which has to be borne in mind is that all the witnesses cited by the management and even those cited by the other side are the employees of the same State Bank of India although they might be holding different posts. Shri Chakravarty was new to the Data Processing Centre while others were in the said centre for several years. The charge levelled against S/Shri Fernandes and Panchal by Shri Chakravarty causing damage to Alpha punch machine was really a serious charge which one bound to have serious ramifications to all concerned. It is tried to be urged that Shri Fernandes was active trade Union worker but nowhere it has been on record as to how his union activities affected his relationships with Shri Chakravarty and others or how their interests were conflicting. Merely because Shri Fernandes is a trade union worker it not possible to believe that all of a sudden somebody would go out of way and accuse the colleagues of causing damage to the property of the Bank.

12. The Union is trying to make much out of the order of suspension passed against Shri Fernandes on the very next day of the incident and this is tried to be cited as proof of malice against the workman. In this regard we cannot forget the fact that the Officer-in-Charge of the centre has reported against Fernandes of actually causing damage to the sophisticated machine like Alpha punch machine. To allow therefore such workman to continue in the centre may have further caused loss to the Bank and if therefore when it was found necessary to place him under suspension thereby to put an embargo on him preventing him from visiting the bank premises, the action of the Bank cannot be termed as imprudent and causing harrassment amounting to victimisation. The Bank had to protect its own property and if therefore before the receipt of Enquiry Officer finding and report, they thought it necessary to restrict the activities of Shri Fernandes, I do not think that it was a strange act amounting to victimisation. Certain questions put by the defence like what was impression when defence witness about the suspension of Shri Fernandes were dis-allowed by

the Enquiry Officer and in my view that was correctly done. The Enquiry has nothing to do with the impression gathered by the witness since it was a fact finding enquiry and therefore not allowing those questions cannot create any infirmity. Similarly the questions about the order of suspension were not allowed. Strictly speaking the Enquiry Officer could have allowed those questions but ultimately what is to be seen is whether any prejudice has been caused which on considering the evidence there is none. The circumstances are also before the Tribunal and I do not think that the order of suspension was out of any malice, on the contrary in my view the allegation against the workman justified the same.

13. Shri Gupta, who was on duty from 2.30 P.M. to 9.30 P.M. had worked on the concerned machine till he left for taking tea and who subsequently on return after tea found the machine out of order was the first witness on behalf of the management. The second witness Shri B. M. Modi was Branch Manager in whose premises the Data Processing Centre is housed. The third witness is the important witness Shri Chakravarty who stated to have found Shri Panchal and Shri Fernandes in the centre at a place where Shri Fernandes had no business to go namely behind the Alpha punch machine, the witness says that both the employees were found nervous when he returned from toilet and further had seen Shri Panchal gesticulating at Shri Fernandes who was standing in a bent over position behind the Alpha punch machine. That the machine was damaged and ultimately was required to be repaired through a Government agency can never be gainsaid. It was however tried to be urged that the damage might have been done by Shri Chakravarty himself, but in the first place there is absolutely no reason for such a person placed in-charge of the shift to go out of way and cause damage to a machine which ultimately was to reflect on the working of his Centre. Furthermore the evidence particularly of Shri Modi, whose evidence is not challenged, that sufficient care was taken to see that no outsider would visit the centre and therefore there was no possibility of anybody from outside causing damage. So far as co-workers are concerned atleast there was Smt. Abay Kumar, Punch Operator serving in the same centre who was obliged by Shri Panchal and Shri Fernandes by giving evidence in the domestic enquiry against the said witness and it is impossible to believe that the atrocities have been committed by some body else other than S|Shri Panchal and Fernandes when the machine was working till 8 P.M. and when the same was found out of order shortly after the return of Shri Chakravarty from the toilet, when these two employees were found near the machine in the centre and not at the respective place of their work and if ultimately severe damage was caused requiring to spend more than Rs. 3000/- for repairs, no other conclusion was possible than that to which the Enquiry Officer has arrived at.

14. Much is tried to be made of the absence of evidence of C.M.C. Engineer who is alleged carried out the repair work. The record shows that Photo was taken on 21-1-1981 while the incident occurred on 15-1-1981 and the record also speaks that the machine was required to be move for the purpose of taking photograph and assuming that because some days had lapsed between the actual incident and taking of photograph, no reliance can be placed on the photos brought on record, still the fact remains that S|Shri Chakravarti and Gupta found the machine to be not working at 8-30 P.M. or so. There is absolutely no reason to hold that the damage which was there was caused by somebody else particularly when the evidence is that no outsider is allowed to enter into the machine room and when there is proof of expenditure of more than Rs. 3000/- for the repairs the only conclusion possible is that the damage must have been caused during the absence of Shri Chakravarty. After-all it is a sophisticated machine, which it is common experience that it is a delicate one and when the evidence is that during the short period the damage was caused, there is no reason to disbelieve the same merely because Shri Fernandes was not found to be armed with any instrument. Building of machines requires days but not for destruction.

15. Acceptance of packet containing the order of suspension under protest without opening the packet was one of the circumstances relied upon by the Enquiry Officer but no inference the way or other can be drawn.

16. When their own colleagues were deposing against these two workmen when inference were drawn from the activities

alleged to have been undertaken by them and when they were alleged to be away from their respective place of work, which was stated to be a circumstance indicating the inference of guilty it was expected that Shri Fernandes atleast would step in the witness box and render explanation and offer himself for cross-examination. He has not done so and why it has remained unexplained. There is no question of Shri Panchal because ultimately he accepted the finding. It is not that principles of criminal jurisprudence namely that the accused to be presumed to be innocent unless proved could have been invoked and being a civil enquiry in the light of the evidence against him, the statement of Shri Fernandes was expected which he never made. Taking therefore all these factors into account repelling the arguments of victimisation and harassment I conclude that the finding arrived at by the Enquiry Officer holding Shri Fernandes guilty of misconduct was most proper and reasonable and he could not arrive at any other conclusion. Finding on issue No. 1 is in the affirmative.

Issue No. 2—For the reasons stated the conclusion can never be said to be perverse.

Issue No. 3—The enquiry also for the reasons stated cannot be said to be vitiated.

Issue No. 4—It was urged that the past record of the workman was not considered while awarding the punishment. The record shows that the workman was guilty of grave misconduct namely causing damage to a sophisticated machine like Alpha punch machine which could have thrown out of gear of the working of the centre. Consequently whatever may be the past unblemished record, the act of damaging the machine is sufficient to bring about the severance of relationship between the Bank and the employee. Furthermore the Appellate authority reduced the punishment of dismissal to that of discharge so as not to harm the future of the workman. The punishment therefore cannot be said to be harsh or disproportionate and the action of the Bank therefore must be held to be justified.

Award accordingly.

M. A. DESHPANDE, Presiding Officer
[No. L-12012/237/83-D. II(A)]

का. आ. 189:—ओमोगिक विवाद प्रबिनियम, 1947 (1947 का 14) के धारा 17 के अनुयाय में केन्द्रीय भरकार, बैंक इंडिया के प्रबंधन से सम्बद्ध तियोंतकों और उनके कर्मकारों के बीच, अनुयाय में निविष्ट ओमोगिक विवाद में केन्द्रीय भरकार ओमोगिक प्रबिनियम, चंडीगढ़ के पंचट को प्रकाशित करने हैं, जो केन्द्रीय भरकार को 24-12-85 को प्राप्त हुआ था।

S.O. 189.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh, as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of India and their workmen, which was received by the Central Government on the 24th December, 1985.

**BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CHANDIGARH**

Case No. I.D. 78 of 1985

PARTIES :

Employers in relation to the management of Bank of India.

AND

Their workman : Amrik Singh.

APPEARANCES :

For the Employers : Shri Mangal Singh.

For the Workmen : S|Shri T. C. Sharma and Tajinder Singh.

ACTIVITY : Banking

STATE : Punjab

AWARD

Dated the 18th December, 1985

1. The Central Government, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947, as per their Order No. L-12012/244/84-D. II(A) dated the 10th June, 1985 referred the following industrial dispute to this Tribunal for adjudication.

"Whether the action of the Bank of India in terminating with effect from 25-5-82 the services of Shri Amrik Singh workman employed as Sub-staff in the Rajkot (Distt. Ludhiana) Branch is justified ? If not, to what relief is the workman concerned entitled ?"

2. Brief facts of the case, according to the petitioner, are that he was working as a casual class IV employee (Badli Sepoy) with the Resptd. Bank at their Raikot branch on daily wages @ Rs. 10/- for more than 30 days when his services were arbitrarily terminated on 25-5-1982 without any notice, charge sheet, Inquiry or compensation etc. It was pleaded that he had a clean record of services and there could be no apparent justification for the Management to discharge him in an abrupt manner particularly when some of his juniors were allowed to continue, though in different Branches. He, therefore, raised an industrial dispute demanding his reinstatement with back wages, and since the management was found unresponsive despite their intervention of the A.L.C.(C) at the Conciliatory stage hence the Reference.

3. Resisting the proceedings, the Management averred that the petitioner had served them on casual basis for a limited period of 34 days in the months of April and May, 1980. It was vehemently denied that he had put in 300 days of continuous service or that he was entitled for any terminal benefits. The burden of their defence was that since the petitioner had not put in the qualifying service of one year, therefore, he was not entitled for any terminal benefits.

4. Both the parties adduced verbal as well as documentary evidence in support of their respective versions which I have carefully pursued and heard them.

5. On behalf of the Management it was strenuously argued that on his own showing the petitioner had passed only the 5th Standard whereas according to the Recruitment Rules applicable on the Banking Industry the minimum educational qualification, for a person to be eligible for appointment in the Subordinate cadre, was 6th Standard pass; as such the petitioner could not possibly be employed by them. It was urged that being a Public Undertaking the Resptd. Bank could not employ any person without going through the drill of Employment Exchanges (Compulsory Notification of Vacancies) Act 1959 and as conceded by the petitioner himself he was never sponsored by any Employment Exchange; and did not belong to any such category or class who could be exempted from the purview of the relevant Act.

6. Despite seeming attraction the submissions failed to carry conviction with me. The pertinent point is that irrespective of his educational qualification the petitioner was, at one stage, employed by the Resptd. Management in their subordinate staff, though on casual basis and with daily wages. But the definition of a "Workmen" as laid down in Section 2(s) of the Act is wide enough to include even such type of workers. For my views draw support from the observations in the cases of Pilot Pen Company (India) Pvt. Ltd. Vs. Presiding Officer Additional Labour Court 1971 (1) L.L.J. 241, Crompton Engineering Company (Madras) Pvt. Ltd. Vs. Additional Labour Court Madras 1975 (1) L.L.J. 207 and P. Joseph and others Vs. The Management of Gopal Textile Mills 1975(1) L.L.J. 136.

In the same sequence it may also be worthwhile to note that the petitioner's sworn deposition, in support of the plea of having put in more than one year's continuous service, as envisaged by Section 25-B of the Act, is amply borne out from his Savings Bank Pass Book Ex. W2 whose authenticity

was conceded by the Management through their Industrial Relation Officer Shri Mangal Singh during his cross-examination. A bare perusal of this document would leave no manner of doubt that time and again his entire wages, for the dispute period, were credited in his Saving Bank Account No. 6343 at the same very Branch where he was employed. The 'credit' entries also show that the deposited amount pertained to his 'Salary'.

8. I, therefore, fail to understand the Management's logic in denying that he had put in the minimum requisite service to qualify for the terminal benefits. And it hardly requires any repetition that neither any terminal benefit what soever was given to him nor did his termination originate from any disciplinary action. Accordingly I set aside the Management's action in terminating the petitioner's services.

9. In the ordinary course, quashing of an illegal termination should call for reinstatement with all the attendant benefits of a continuous service to the aggrieved workman, but the instant case has some peculiar features in which such relief may not be of any real worth to him; and may rather create some unnecessary complications for the Management. To be precise, the petitioner could be reinstated only against the original post of a Casual Worker carrying the daily wages of Rs. 10/- per day, meaning thereby an unassured employment despite some immediate monetary benefits by way of back wages. However for want of the minimum educational qualification he could not be eligible to be absorbed in the regular cadre even though he might be required to attend to the same very duties which a regular employee is supposed to perform. On the other side the Management would also face to considerable monetary liability in the shape of back wages besides a threat to industrial peace because of the heart burning which may generate amongst the already working staff due to an assumption of his continuous service and seniority.

10. Therefore, to strike a balance, I direct the Management to provide a one time exemption in the matter of eligibility for recruitment and take the petitioner on their regular roles as a class IV employee with immediate effect, of course on his passing the requisite Medical Fitness Test. When so inducted, for all intents and purposes, he will be deemed to be a fresh hand from the particular date when he reports for duty. As regards his past service, it will not be taken into consideration for any purpose what-so ever except that, if at all, there is any retrenchment in the Resptd. Bank it will fictionally count towards his seniority u/s 25-G of the Act.

11. Award returned accordingly.

Chandigarh.

Dated : 18-12-1985.

I. P. VASISHTH, Presiding Officer,
[No. L. 12012/244/84-D. II(A)]
N. K. VERMA, Desk Officer

मई विली, 6 जनवरी, 1986

का. पा. 190.—श्रीयोगिक विवाद अधिनियम, 1947 (1947 का 14) की बारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब नीतिक बैठक, गोरखपुर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में श्रीयोगिक विवाद में केन्द्रीय सरकार श्रीयोगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23 दिसंबर, 1985 को प्राप्त हुआ था।

New Delhi, the 6th January, 1986

S.O. 190.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Punjab National Bank, Gorakhpur and their workmen, which was received by the Central Government on the 23rd December, 1985.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Reference No. L-12012/53/84-D. IV(A) dt. 22 August, 1985
Industrial Dispute No. 262/85

In the matter of dispute between :

Shri Param Hans Singh son of Shri Ram Karan Singh,
Mohalla Dakhin Tola Maunath Bhanjan District,
Azamgarh.

AND

The Regional Manager, Punjab National Bank, 35 Awas
Vikas Colony, Betia Hata, Gorakhpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/53/84-DIV(A) dt. 22nd August, 1985, has referred the following dispute for adjudication;

Whether the action of the Punjab National Bank, Regional Office Gorakhpur, in terminating the services of Shri Param Hans Clerk/Cashier w.e.f. 23-7-73 is justified ? If not, to what relief the concerned workman is entitled ?

2. It is common ground that the workman Shri Param Hans was engaged by the Branch Manager, Mau Nath Bhanjan as a temporary employee in leave arrangement of permanent members of staff on purely temporary basis. The management has denied that the services of the workman concerned were illegally terminated but came to an automatic end on the expiry of the specified period. The management bank is a nationalised bank. The workman was employed by the management on 1-8-72 and was continued to be employed in leave arrangement between 1-8-72 to 23-7-73 in different leave vacancies with breaks.

2. It is averred by the workman that he was compelled by the management to take NIBM Test. According to the workman it was not a job test but a tough test and consequently he could not qualify the test, and branch manager subsequently terminated his services on 23-7-73 without issuing any termination letter to the workman. It is averred by the workman that during the period 1-8-72 to 23-7-73 he had completed 254 days of work. It is alleged by the workman that despite his personal approach and representation to the higher authorities of the management concern the management did nothing. In the end it is averred that the termination of the workman's services is illegal as services were terminated by violation section 25H of the I.D. Act and also he was not given retrenchment compensation under sec. 25F of the ID Act. In the end it is requested that the workman be reinstated in banks services.

3. The bank management contested the claim of the workman on the ground that the application of the workman is belated as 11 years have been elapsed. It is averred by the management that since the temporary employment of the self for permanent absorption in bank service in accordance with the settlement dt. 13-7-72 in which he failed and for that he could not be offered employment in the service of the bank. It is denied by the management that the workman has completed more than 240 working days during the period 1-8-72 to 23-7-73. Management has averred that the agreement was signed between the bank and All India PNB Employees Federation on 1-8-77 in regard to absorption of temporary employees in subordinate cadre and not in clerical cadre and the said settlement covers the cases of subordinate cadre and not clerical cadre. It is averred by the management that since the temporary employment of the workman concerned was for a fixed specified period from time to time as per contract of appointment, his services came to an automatic end at the expiry of the specified period for which he was engaged by the Branch Manager in leave vacancies absence of permanent staff and section 25F is not attracted in this case because his case falls u/s 2(oo)(b) of the ID Act. Management has averred that there has been no violation of section 25F of the ID Act as alleged workman has admitted in his claim that he has given opportunity for taking test for permanent absorption in the service of the bank. In the end the management has averred that there was no

termination as alleged nor there was any violation of settlement or provisions of the ID Act and the workman concerned is not entitled to any relief and it is prayed that the claim of the workman be rejected.

4. 16-12-1985 was fixed for filing rejoinder on behalf of the workman. But on the same day both the parties filed terms of settlement and requested that the award be passed in the light of the same. The settlement is signed by both the parties i.e. workman and management. The terms of settlement is as follows :-

1. That the bank without prejudice to its various contentions agrees to appoint Shri Param Hans Singh as confirmed hand in clerical cadre of the bank with composite designation on basic pay of Rs. 615/- in the grade of Rs. 520-30-580-35-685-45-820-55-930-60-990-65-1055-70-1195-85-1280-95-1660.
2. That the workman will not be entitled to any benefit monetary or otherwise in any shape or form in respect of his past temporary service or the period intervening between the date of his termination and the present reappointment.
3. That Shri Param Hans Singh will be deemed to have been appointed as a confirmed hand in the service of the bank from the date he reports for duty to the Regional Manager, Gorakhpur, after obtaining a clean discharge certificate from his present employer, if any.
4. That the additional increment given to the subject consequent upon his reappointment shall be treated as adhoc increment and shall be ignored for purposes of determination of length of service to be calculated for the purpose of priority list to be prepared in terms of settlement No. 2/73 dated 16-6-73 read with settlement dt. 7-3-78 arrived at between the bank and All India PNB Employees Federation.
5. That this settlement has been arrived at having regard to the peculiar facts and circumstances of the case and this settlement shall not be cited as a precedent by any parties before any forum.

In these circumstances it is humbly prayed that your lordship may kindly be pleased to approve the above terms of compromise and dispose of the reference by passing an award in terms of the joint petition of agreement.

5. The above referred terms of settlement is dated 3rd December, 1985 and has been duly signed and verified by the parties representatives, in witness of Shri Y. P. Dhingra from the side of workman and Shri B. K. Sabharwal Accountant Pers Division PNB New Delhi. The settlement has been signed by the workman and Shri O. P. Gupta General Secretary All India PNB Staff Federation and on behalf of the management it is signed by Shri CKD Gowda Manager Pers. and Shri K. K. Gupta Manager Industrial Relation.

6. The parties have requested to decide the reference in terms of the settlement, I therefore, taking into consideration the facts and circumstances of the case, decide the reference in terms of the settlement filed by the parties today.

7. I, therefore, give my award accordingly.

Let six copies of this award be sent to the government for publication.

Dt. 16-12-1985.

R. B. SRIVASTAVA, Presiding Officer
[No. L-12012/53/84-D. IV(A)]
K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 7 जनवरी, 1986

का. घा. 191.—स्वतंत्र मजदूरी प्रधिनियम, 1948 (1948 का 11) की धारा 5 की उपधारा (1) के संह (क) द्वारा प्रदत्त प्रक्रियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारत के राजपत्र (प्रशासन) के भाग II, संह 3 (ii), तारीख 6 अगस्त, 1984 को प्रकाशित भारत सरकार के तत्कालीन श्रम और पुनर्बास मंत्रालय (श्रम विभाग) की प्रधिसूचना का. घा. 567 (प्र) तारीख 21 मई, 1984 में निम्नलिखित संशोधन करती हैः—

उक्त प्रधिसूचना में, कमांड (4) में उल्लिखित नाम की निम्नानुमार प्रतिस्थापित किया जाएगा :—

| | |
|-----------------------------|--------------------------|
| "(4) श्री एन. के. चौबे, | नियोजकों का प्रतिनिधि |
| संयुक्त निवेशक, | |
| इंफिक कर्मियत (जी), ii, | |
| परिवहन मंत्रालय, रेल विभाग, | |
| (रेलवे बोर्ड), नई दिल्ली। | |

[न. एस.-32019/4/83—सम्पू. सी. (एम. इम्पू.)]
पी. राष्ट्रबन, उपसचिव

New Delhi, the 7th January, 1986

S.O. 191.—In exercise of the powers conferred by clause (a) of sub-section (1) of the section 5 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour and Rehabilitation, (Department of Labour) No. S.O. 567(E) dated the 21st May, 1984 published in the Gazette of India, Extraordinary Part II, Section 3 (ii) dated the 6th August, 1984, namely :—

In the said notification the name mentioned at serial number (4) shall be substituted as under :—

"(4) Shri N. K. Choubey, Joint Director, Traffic Commercial (G), II, Ministry of Transport, Department of Railways, (Railway Board), New Delhi.

Employers' representative.

I.F. No. S-32019/4/83-WC(MW)
P. RAGHAVAN, Dy. Secy.

नई दिल्ली, 7 जनवरी, 1986

का. घा. 192.—बीघोगिक विवाद प्रधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय व्याप नियम, प्राविष्टुर के प्रबोधनतंत्र में सम्बद्ध नियोजकों और उनके कर्मकारों के शीघ्र अनुबंध में गिरिज बीघोगिक विवाद में बीघोगिक प्रधिकरण, महायावाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 विसम्बर, 85 को प्राप्त हुआ था।

New Delhi, the 7th January, 1986

S.O. 192.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Gujarat (Ahmedabad), as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Food Corporation of India, Adipur and their workmen, which was received by the Central Government on the 20th December, 1985.

ANNEXURE

BEFORE SHRI C. G. RATHOD, INDUSTRIAL TRIBUNAL, GUJARAT, AHMEDABAD

Reference (ITC) No. 21/85

Food Corporation of India, Adipur.

V/s.

The Workmen Employed under it.

Sub :—Not giving payment of double booking. To the workmen as per para 11-3 of Settlement dated 4-1-1981 of Wage Negotiating Committee.

The Government of India in exercise of the powers conferred by clause (d) of Sub-section (i) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the dispute as to whether the management of Food Corporation of India, Adipur is justified in not giving payment of double booking to their workmen as per para 11-3 of Settlement dated 4-1-1981 of Wage Negotiating Committee and if not to what relief the workmen are entitled and with what date.

The Union-namely Transport of Dock workers union Kandla Port have submitted their Statement of claim at Ex. 5 and contended interalia that the workmen employed by the Food Corporation of India at the Major Port of Kandla are termed as Dock Workers, that these workers who are unregistered (listed) under the scheme under the name and style of The Kandla unregistered Dock Workers (Regulation of Employment) Scheme 1968 and framed under the Dock Workers Act, 1948 as per the notification issued by the Government of India. It is the case of the union that the Settlement was arrived of between the four Federations of Port and Dock Workers and the Government of India and the Ministry of Shipping and Transport on 4-1-1981, and they have relied on Sub-para (iii) of para (1) of Coverage of the said settlement and also on para 11-3 of the said Settlement. It runs as under.

"11-3. Whether Dock Workers work in 2 continuous shifts, they will also be paid overtime, at single rate for work done beyond scheduled duty hours but upto 9 hours a day or less than 48 hours in a week. This benefit will be admissible from date of this settlement."

The Government of India has in view of the failure of the parties to arrive at a settlement in conciliation has referred the present dispute to this Tribunal. In this reference the demand is whether the Dock workers who are booked by food corporation of India in two continuous shifts should be paid overtime at double the normal rate w.e.f. 4-1-1981. The Statement of claim was filed before this Tribunal by post on or about 20-9-1985.

The Food Corporation of India did not remain present before this Tribunal on 15-10-1985. Therefore the notices were sent to both the parties under certificate of posting but no one appeared on the date fixed. Therefore it was ordered that the notices be sent to both the parties by registered post. The Copy of the notice is at Ex. 6 and the Acknowledgement

ment signed by the Food Corporation of India is at Ex. 7 and the Acknowledgement signed by the secretary Transport Dock workers union is at Ex. 8. The parties did not appear on the date so fixed. In the circumstances it appears that the parties are not interested in proceeding with the matter. The Union no doubt has filed the statement of claim but has not cared to remain present on the date fixed for hearing. Therefore there is no other alternative but to dismiss this reference. I, therefore, pass the following order :—

ORDER

The reference is hereby dismissed. No Order as to costs.

Dated : 29-11-1985.

C. G. RATHOD, Industrial Tribunal.
[No. L-42011/14/84-D.V]

का. नं. 193.—ओद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14) की शारा 17 के अनुसरण में, केन्द्रीय सरकार व सेन्ट्रल वर्क्सपाय बरकाकाना मैसर मी.सी.एल. के प्रबंधताव में सम्बद्ध नियोजकों और उनके कर्मकारों के यीत अनुबंध में विरिट ओद्योगिक विवाद में कर्ता सरकार ओद्योगिक प्रधिकरण नं. 2, धनबाद के पंथट को प्रकाशित करती है, जो केन्द्रीय गवर्नर को 26.12.85 को प्राप्त हुआ था।

S.O. 193.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Workshop Barkakana of M/s. Central Coalfields Limited and their workmen, which was received by the Central Government on the 26th December, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 41 of 1982

In the matter of Industrial Disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Central Workshop Barkakana of Messrs. Central Coalfields Limited and their workmen.

APPEARANCES :

On behalf of the workmen Shri S. Bose, Secretary, RCMS Union.

On behalf of the employers Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad the 12th December, 1985

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication under Order No. E-24012(2) 82-D. IV(B), dated, the 23rd April, 1982.

THE SCHEDULE

"Whether the management of Central Workshop Barkakana of Central Coalfields Limited, Post Office Barkakana, District Hazaribagh was justified in punishing Shri Kauleswar Singh, Security Guard ? If not, to what relief is the concerned workman entitled ?"

The case of the workmen is that the concerned workman Shri Kauleswar Singh was originally employed as daily rated mazdoor at Pindra Colliery in the district of Hazaribagh. In 1974 the concerned workman was duly selected and appointed as a Security Guard under NCDC Ltd. and was posted at Central Workshop Barkakana under the orders issued by the Chief Security Officer, NCDC Ltd. by letter dated 24.9/6.10.74. Accordingly the concerned workman joined as Security Guard at Barkakana Central workshop issued chargesheet cum suspension order against the concerned workman as theft had taken place in heavy repair section of the workshop, while he was on duty from 10 P.M. on 10-11-77 to 6 A.M. on 11-11-77 on post No. 5. The management had also reported about the theft to the local police station and after enquiry police rejected the theft story and did not register any formal case. The management of the workshop wanted to prepare some recorded story and of theft so that the mismanaged matter concerning with the loss of stores by other means may be brought on book of accounts and therefore caused the farce departmental enquiry against the concerned workman. The management failed to establish any charge and misconduct against the concerned workman inspite of their best efforts in the enquiry proceeding. The enquiry officer, however submitted his enquiry report holding the concerned workman guilty of the charge, under Standing Order 23(ii)(a) and (k). On the basis of the said enquiry report the Central Workshop General Superintendent passed orders of punishment against the concerned workman (a) stopping 5 annual increments in his time scale with cumulative effect (b) no wages be paid for 10 days from 11-11-77 and (c) $\frac{1}{2}$ wages from 21-11-77 to 2-6-78. The concerned workman was allowed to resume his duties with effect from 3-6-78. Subsequently he was transferred from Barkakana Central Workshop to Kuju Colliery of Central Coalfields Ltd. The concerned workman filed an appeal dated 3-8-81 but no relief was given to him. Thereafter the union represented the case of the concerned workman before the ALC(C), Hazaribagh, who held the conciliation proceeding. On failure of the conciliation proceeding the failure report was sent to the Government of India, Ministry of Labour and thereafter the present reference has been made. It is submitted on behalf of the workmen that the charge has not been established against him and as such he should be exonerated and he should be paid all his dues.

The case of the management is that the concerned workman as Security Guard was posted at Security Post No. 5 in the Central Workshop Barkakana. He was on duty on post No. 5 from 10.00 P.M. of 10th November, 1977 to 6 A.M. of 11-11-77. A theft took place in the heavy repair shop from where tools and other items were stolen away. There was another Shri Manoranjan Parshad detailed for duty during that time at Security Post No. 6 and it was found that Manoranjan Parshad came to his duty at about 3 A.M. on 11-11-77 and was absent prior to that time. Both the Security Guards were chargesheeted. The theft was detected in the heavy repair shop in the morning of 11-11-77 when the shop was opened for work. It was alleged that the acts of the concerned workman constituted a misconduct under clause (a)(k) of S.O. 23(ii) of the Standing Orders applicable to the Central Workshop. The concerned workman submitted the explanation to the chargesheet. The management was not satisfied with the explanation and an order to hold departmental enquiry into the charges by Shri Rajaram, Asstt. Chief Personnel Officer, CCL Ranchi was made. The concerned workman participated in the enquiry and had taken assistance of a co-worker to defend himself. The management's witnesses were examined in presence of the concerned workman and his co-worker and the witnesses were cross-examined by them. The workman concerned also examined himself in his defence. After completing the enquiry the Enquiry Officer submitted his enquiry report finding the concerned workman guilty of the charges levelled against him. Thereafter the concerned workman was punished by the General Superintendent, Barkakana Workshop who is the disciplinary authority imposing stoppage of 5 annual increments with cumulative effect. Although the gravity of the misconduct proved was serious a lenient view was taken in imposing the punishment against him. It was submitted that the punishment awarded was justified and as such the concerned workman should be given no relief.

The only question to be determined is whether the management has established the charge against the concerned workman.

Earlier it was submitted that as the concerned workman has been punished after holding a departmental enquiry into the charges levelled against him, it first be decided as a preliminary point, whether the enquiry proceeding was fair and proper. Accordingly this issue was taken up first and decided by this Tribunal by the order dated 28-8-85 holding that the enquiry was fair and proper.

As the enquiry has been held to be fair and proper the case has to be decided on merit on the evidence already adduced by the parties before the Enquiry Officer.

Ext. M-12 is the Certified Standing Orders for the Central Workshop of NCDC Ltd. under which the charge were framed against the concerned workman. Clause 23(ii)(a) relates to carelessness or inefficiency and clause (k) is in respect of habitual neglect of work and sleeping on duty. The concerned workman was charged under these two clauses. Let us first see

whether the management has led any evidence to show that the concerned workman was guilty of habitual neglect of work or was sleeping on duty on the alleged date. There is absolutely no evidence or statement of any of the witnesses to show that the concerned workman had neglected his work at any time and as such it has to be held that the management has not been able to establish that the concerned workman was guilty of habitual neglect of work. So far sleeping in duty is concerned there is no evidence adduced on behalf of the management to show that the concerned workman was sleeping on duty between the night of 10th and 11th November, 1975. On the contrary the evidence is that the concerned workman was always found on duty on the alleged hour of his duty. I hold therefore that he was not sleeping on duty on the alleged date. Thus the management has failed to establish the charge under clause (k) of 23(ii) of the Standing Orders.

Now remains the charge of carelessness or inefficiency. There is no evidence of inefficiency and allegation is that due to the carelessness of the concerned workman there was theft in the repair shop of the workshop.

Admittedly no witness had seen the theft being committed. It will appear that 10-11-75 was the Deepavali day and it was a holiday. It will appear from the evidence of the witness that the work had been done in the workshop till about mid night of 9-11-75 and that thereafter the workshop did not work on the 10th. It was on 11-11-75 when it was found that there was theft of some tools from the repair shop of the workshop. None of the witnesses could say as to when the theft had taken place. Overall picture which has come to light from the evidence of the management's witness is that the theft might have taken place sometime after the mid night of 9-11-85 and the morning of 11-11-75. At page 19 of the Enquiry report it was stated by MW-2 that he was unable to say the shift in which the theft had taken place. It will appear from the evidence of MW-3 Shri Kamal Chakravorty, General Foreman of Heavy repair shop at page 25 that the employees of the first shift of 9-11-75 told him that they had kept the tools in the tool box and the second shift employees had informed him that they had seen the tools lying on the tool box at 12 mid night i.e. at the time of closure. Thus it will appear that the tools which were stolen had been seen till mid-night of 9-11-75. There is no evidence that any other witness had seen the tools in the tool box and the second shift employees 11-11-75 between the mid night of 9-11-75 and morning of 11-11-75. The concerned workman was not on duty on 10th prior to 10 P.M. No witness has particularly stated that the tools which were stolen had been seen at the time when the concerned workman took his post at 10 P.M. on 10-11-75. The witness have stated in a general way that it was O.K. when they had gone in the round at the time of the duty of the concerned workman. In view of the above it is difficult to say whether the theft took place during the duty hours of the concerned workman or it had taken place prior to his duty hours.

It will appear that all the locks of the shop were found in tact when the concerned workman had

taken charge of the post and it was in tact even after his duty hours. There is no evidence that the charge of the tools was handed over and taken over by the Security Guards at the time of departure and arrival of the new security Guards when shift duty changes. Thus it is difficult to fasten that the concerned workman with the charge that the tools were stolen during the shift duty of the concerned workman. It is quite possible that the theft had taken place earlier by scaling over the unroofed repair shop. It is said that the tools were removed through the windows lying to the west of the repair shop. It was found in the morning that the window's expanded metal of the western side of the repair shop was damaged. MW-1 at page 10 has stated that it was not possible to find out if any article was stolen from inside the heavy repair shop. He was also unable to say whether the theft had occurred between 10 P.M. to 6 A.M. MW-2 at page 19 has stated that he cannot say the shift in which the theft had taken place. He has further stated that in many places the expanded metal and glass panes fitted in the window of the shops are in broken condition. He has further stated that he cannot say whether the expanded metal in the window of the backside were in perfect condition as it cannot be seen from outside due to growth of bushes. He was also unable to say whether the expanded metal of the window of the back side of the heavy repair was found to be in broken condition before or after the incident of theft. At page 26 of the enquiry report MW-3 has stated that the instruments were kept in a place under lock and that the lock was in tact and was opened with the key in the morning of 11-11-75. He has stated that the instruments were stolen by breaking the window of the backside of the shed. MW-4 at page 29 has stated that he had not found any window or expanded metal cut of 8.45 P.M. on 10-11-75 but it is evident from the evidence of MW-2 that at many places expanded metals and the glass panes of the windows were in broken condition. MW-4 at page 41 has stated that he cannot distinguish whether the glass panes and expanded metals were broken or cut earlier or fresh as admittedly at many places the glass panes and expanded metals were broken or cut. Thus it cannot be said on the evidence adduced by the management that the expanded metals of the windows of the heavy repair shop and lying on the western side were broken in the alleged night of theft or it was in that condition since before. The entire evidence is based on conjecture and no definite evidence has been adduced to show that the theft had taken place during the duty hours of the concerned workman.

It is stated on behalf of the management that the Western side of heavy repair shop was under the dual charge of the Security Guards of Security post No. 5 and Security Post No. 6. The management has not produced any document to show about the specific duties of the Security Guards of Security post No. 5 and 6. MW-1 who was the earliest witness examined before the enquiry officer stated that the Security Guard of No. 5 post is supposed to guard inside the heavy repair shop, outside the engine repair shop and that the Security Guard of Post No. 6 is required to guard electrical shop, heavy repair shop and also upto the tower No. 6 which is west and south of the heavy repair shop. His evidence does not show that the

western side of the heavy repair shop is within the duty of Security Guards of post No. 5. However, there are other subsequent witnesses who have stated that the Western side of heavy repair shop was under the dual charge of the Security Guard of post No. 5 and 6. It will appear clear from the evidence of almost all the witness that wild bushes had grown on the back side of the heavy repair shop and the same was cut after the theft. It is clear therefore that no one was actually passing through those wild bushes and the same was a security hazard and that was the reason that it was cut after the incident. It was therefore not possible for any management's witness to say that the windows of the western side of the heavy repair shop were damaged during the alleged duty hour of the concerned workman.

Taking all the evidence on record into consideration it is clear that the management has not been able to say that the theft of tools and instrument had actually taken place during the duty hours of the concerned workman and the possibility of the theft having taken place after the midnight of 9-11-75 to 10 P.M. of 10-11-75 cannot be completely ruled out in as much as 10th of November was a holiday due to Deepavali and the theft might have taken place when there was no posting of the Security Guards. I hold therefore that the charge under clause 23(ii)(a) of the S.O. has also not been established against the concerned workman and as such the punishment imposed against him cannot be sustained.

In the result the management of Central Workshop Barakana of Central Coalfields Ltd. was not justified in punishing the concerned workman Shri Kauleshwar Singh, Security Guard and as such his 5 annual increments cannot be stopped. The concerned workman is allowed all the increments which have been stopped. The management is also directed to pay all his wages for the period of his suspension.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-24012(2)/82-D.IV (B)]

नई दिल्ली, 8 जनवरी, 1986

का.आ. 194 —औद्योगिक विवाद प्रधिनियम, 1947 (1947 का 14 की) धारा 17 के अनुसार में, केन्द्रीय सरकार मैसर्स बेस्ट कोलफिल्ड्स लि. के प्रबंधसंघ से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच प्रत्युत्थं भौतिक औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण नं. 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 दिसम्बर 85 को प्राप्त हुआ था।

New Delhi, the 8th January, 1986

S.O. 194.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited and their workmen, which was received by the Central Government on the 31st December, 1985.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/61 of 1985

Employers in relation to the management of Western Coal Fields Limited

AND
Their Workmen

APPEARANCES :

For the Employers—Shri P. S. Nair, Advocate.

For the Workmen—Shri D. V. Gangal, Advocate.

INDUSTRY : Coal Mines STATE : Maharashtra
Bombay, the 5th December, 1985

AWARD

By their order No. L-22012(60)/84-D.V. dated 2nd September, 1985 the following dispute has been referred for ad-

judication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of M/s. Western Coal Fields Ltd., in Sub-Area No. IV, Ballarpur Collieries, P.O. Ballarpur, District Chandrapur, acting through the Sub Area Manager, Sub-Area No. IV in dismissing the services of the workman Shri Abdul Wahid, ex-driver with effect from 13th February, 1984 is justified ? If not, to what relief the said workman is entitled ?"

2. The workman concerned namely Shri Abdul Wahid was appointed in the establishment of Western Coal-Field Limited at Sasti Colliery under appointment letter dated 1st/3rd May, 1976 issued by the General Manager of Western Coalfields Limited. On 7th July, 1983 a charge sheet was issued against the workman alleging that on 15th June, 1983 at about 1.00 A.M. he took away the School Bus No. MTG-9259 unauthorisedly and without permission from Ballarpur to Hinganghat and Hinganghat to Girad and brought back on 17th June, 1983 at about 3.00 A.M. and during this period he carried passengers to and fro. It is alleged that he had used the said bus for carrying Barat of his two nieces. It was further alleged that during the period from 13th June, 1983 to 16th June, 1983 he got himself marked present by furnishing false information although he was not on duty during the said period and thus he is alleged to have committed major misconduct under certified standing Order No. 13(i)(1), (29) and (35).

By the Statement of claim action of the management is challenged. It is alleged that the Sub-Area Manager acted beyond his powers in issuing the chargesheet dated 7th July 1983, he being neither the appointing authority nor being empowered to take disciplinary action under the certified standing orders. It is further alleged that the chargesheet never disclosed the name of the persons who allegedly complained against him nor the particulars of documents on which the charge was based were furnished. The workman then complains that he was not allowed sufficient time to submit his reply and thus he was greatly prejudiced.

3. The chargesheet is also complained to be vague and the case of the workman is that the vehicle in question MTG-9259 was in broken down condition and under repairs in the custody of Sardar Santosh Singh Mistry from 14th June, 1983 to 16th June, 1983 and therefore there was no question of the workman using the vehicle nor carrying passengers. It is alleged that in support of his report dated 9th July, 1983 the workman had also annexed a copy of the certificate issued by Sardar Santosh Singh Mistry. It is then complained that the order of enquiry without giving sound and sufficient reasons caused prejudice to the workman since the Sub-Area Manager who ordered the enquiry never applied his mind.

4. During the course of the enquiry when the Management was represented by Shri R. B. Mishra the Group Personnel Officer and the Enquiry Officer was Shri Balbir Singh, both legally trained persons, the request made by the workman to engage a qualified lawyer to represent him during the enquiry was turned down thus hampering his defence and violating the principles of natural justice and therefore the enquiry was vitiated. It is alleged that the evidence adduced against the workman was not sufficient to bring home the charge levelled against him and that certain documents were produced by the Presenting Officer even after the closure of evidence of the Management and during the cross-examination of the workman thus taking him by surprise. It is further contended that Sardar Santosh Singh Mistry's certificate alleged to have been issued by him subsequently referred to as annexure D in the enquiry could not have been used to negative the certificate issued on 9th July, 1983 issued by the same person. Similarly other annexures produced by the management, it is stated, could not have been relied upon by the Enquiry Officer. The workman complains that there was cogent evidence produced by him to show that he had kept the vehicle in the Garage for repairs, that he had not accompanied the Barat and that his superior officer also sanctioned attendance and wages from 15th June, 1983 to 17th June, 1983 thus vindicating his plea of presence on duty.

5. Supply of copies was refused and thus the workman was denied opportunity to defend his case, it is alleged. Last-

ly it is urged that because no approval of the General Manager was obtained for dismissing the workman, the order of dismissal dated 13th February, 1984 is void and bad. Similarly it is alleged that the said order is shockingly disproportionate, in the light of the misconduct alleged to have been committed by the workmen.

6. The management by their written statement Ex. 18/M and the rejoinder Ex. 19/M have refuted all these contentions, supported the legality and validity of the Enquiry and final order passed and also pleaded sufficiency of evidence for holding the misconduct established.

7. On the above pleadings the following issues arise for determination and my findings thereon are :—

| Issues | Findings |
|---|--|
| 1. Is the Sub-Area Manager the Yes, though appointed appointing and Disciplinary him by the G.M. Yes authority of the workman concerned | If not the action taken against the workman is legal and valid ? |
| 3. Was the charge levelled against No the workman vague ? | No |
| 4. Was the enquiry fair and proper ? Yes | Yes |
| 5. Are the findings noted by the No. They are fair, Enquiry Officer perverse ? Or reasonable and proper. are they fair, reasonable and proper ? | No |
| 6. Was the enquiry against the No workman vitiated ? | No |
| 7. Is the order of punishment harsh No and disproportionate ? | No |
| 8. Is the order of dismissal justified ? | Yes |
| 9. Is the workman entitled to any No relief ? | No |
| 10. Was the workman entitled to the No aid of an Advocate ? | No |
| 11. What award ? | As per award. |

REASONS

8. At Ex. 4/W there is the order dated 1st/3rd May, 1976 issued in favour of the workman Shri Abdul Wahid by the General Manager Wardha Valley Area appointing him as Car/Lorry Driver at Sasti Colliery in the grade of Category V on salary of Rs. 14.50-0.55-20.00 per month (the order says on a basic salary of Rs. 14.50 per month but it is just possible it might be a mistake and it should be per day). This does not however affect the result of the present proceeding. It is urged that because the order of appointment was signed by the General Manager, Wardha Valley Area of WCL, the authority who was competent to order chargesheet, to order enquiry and to pass final order of dismissal was the General Manager himself and never the Sub-Area Manager who the record speaks has taken all the subsequent actions. In this connection the management has brought on record proof of the delegation of powers in respect of employees having the pay limit of Rs. 505 which was revised to Rs. 792 as seen from the Office Order dated 12th December, 1975 empowering Sub-Area Manager to make recruitment. Now the net result of this delegation was that the GMs and AGMs were entitled to create posts the maximum of the scale of pay of which did not exceed the maximum of the Wage Board Scale and were also empowered to fill up such posts. We also find that Sub-Area Managers were also entitled to create posts in collieries in the maximum pay scale of Rs. 505 which we have already seen was increased to Rs. 792 under National Coal agreement with effect from 1st January, 1975 and that the Sub-Area Manager also possessed full powers of recruitment of such posts. In the case of pay limit of Rs. 792, therefore concurrent jurisdiction vested in the General Manager

and the Sub-Area Manager and this was therefrom before the appointment of the present workman.

9. It is urged on behalf of the Union that the General Manager being the appointing authority the Sub-Area Manager was not competent to order dismissal of the workman. For the said purpose my attention was drawn to the ruling in Krishna Kumar Vs. Divisional Assistant Electrical Engineer and another reported in 1980(I) LLJ, page 209. In the first place it is a case governed by the Constitution but the instant case would be governed by the Standing Orders. Furthermore as laid down there the authority for the appointment has to be seen in the light of the prevailing at time of appointment. On the date the workman was employed, both the General Manager and sub-Area Manager were competent to make the appointment of Driver Category V and appointing authority as such can be said to be both although the order of appointment happened to be signed by the General Manager. It is not that in between the date of appointment and the date of dismissal the delegations of powers have occurred, as occurred in the case above referred to but the delegation was already there and therefore when the action has to be taken by the appointing authority, the step taken by the sub-area Manager could not in any way be devoid of authority.

10. Relying upon the ruling in Krishan Murari Lal Seghal Vs. State of Punjab, reported in 1977(I), LLJ, page 442 it was urged that an authority subordinate to the appointing authority could not have dismissed the workman. It is already seen that on the date the workman joined the service, Sub-Area Manager also could have appointed him and therefore he cannot be said to be not an appointing authority. It may be that as Sub-Area Manager he might be subordinate to the General Manager but so far as the jurisdiction regarding recruitment is concerned both have equal powers and therefore both had right to take disciplinary action.

11. In Hindustan Brown Boveri Ltd., case reported in 1968(I), LLJ, page 571 the Standing order reserved the right of power of dismissal with the company and therefore the Works Manager was held to be incompetent to pass the order. In the instant case under the Standing order 14(3) the only qualification required is that the dismissal must be approved by the General Manager which as seen from the report dated 6th February, 1984, Ex. 37/M was obtained by the Sub-Area Manager before he passed the order of dismissal dated 13th February 1984. It is therefore evident that assuming that the Sub-Area Manager could not have passed the order of dismissal because the appointment order was signed by the General Manager, the approval of the action by the said authority removed whatever lacuna existed and the order cannot be challenged on this score.

12. The order of dismissal even if held to be required to be passed by the Competent authority, in view of the powers vested in the Sub-Area Manager he was competent to initiate disciplinary action and therefore if the charge-sheet signed by him and the enquiry was also ordered by him, so far as that part is concerned cannot be invalidated and at that stage at least no approval was essential.

13. The record speaks that the Enquiry Officer and the Presenting Officer are post-graduates in Sociology. The first named i.e. Shri Balbir Singh is Personal Manager and it is nobody's case that they are Law Graduates. The argument therefore that because the workman was pitted against the Presenting Officer, legal aid should have been granted and in the absence of legal aid the principles of natural justice deemed to have been violated cannot be upheld. Under the Standing order No. 14(3) during the departmental enquiry the workman is entitled to take the assistance of a co-worker and such assistance was admittedly allowed. This is not therefore a case which would attract the ratio in the case reported in 1983(I) ILL, page 1 (The Board of Trustees of the Port of Bombay Vs. Dilipkumar R. Nadkarni). In the said case the presenting officer was the Legal Adviser in the service of the Port Trust and therefore it was held that legal assistance should have been granted. In the same case it was observed that if the rules prescribed for such enquiry did not place embargo on the right of the employees to be represented by Legal Practitioner the matter would be at the discretion of the Enquiry Officer where looking to the nature of charges, the type of evidence and complex or simple issues

that may arise in the course of enquiry the delinquent employee in order to afford reasonable opportunity to defend himself should be permitted to appear through a legal practitioner. We have already seen that although the Presenting Officer is stated to be highly educated his was not a legal trained mind which is evident from the manner in which the enquiry has been conducted. I find that the management as well as the workman, so far as the enquiry was concerned sailed in the same boat and though educated so far as the Enquiry was concerned the Presenting Officer was not more conversant with the enquiry proceedings than the delinquent employee concerned. Thereby I do not want to cast any aspersions on anybody but on going through the enquiry proceedings that is impression which one gets. Further-more what was the charge? It was that the workman removed the company's bus, carried passengers and though not on duty got marked himself present. It can never be said a complex charge involved intricate questions of law and facts but it was a simple one requiring explanation about the activities of the workman, his presence or absence at a particular place and proof of movement of the vehicle. It was therefore a simple enquiry which solely depended upon the factual aspects which must have been in the knowledge of the workman who in fact tried to produce certificate from the Garage owner and the absence of legally trained help to the workman cannot be said to have prejudiced his case nor can there be any violation of principles of natural justice.

14. On behalf of the prosecution there were four witnesses namely Shri Mahadeo Jairam, Driver, Shri S. L. Kukade, Arms Guard, Shri Vigneshwar, Head Clerk and Shri K. K. Rai, Executive Engineer. The last named happened to be the superior officer of the workman. The first witness Shri Mahadeo Jairam stated to have seen the bus being driven by the delinquent workman on 14th June, 1983 at about 12.45 midnight, leading towards Chandranur and he could identify the workman—the Driver, but could not identify the other occupants of the vehicle. It was tried to be urged at night time when the Head-lights were on the pedestrians could not have identified the Driver but there is nothing to hold that he had seen vehicle while coming from the front. If he was standing by the side of the road and if the vehicle passed by his side there is nothing to disbelieve the witness when he says to have identified the driver particularly when he is an employee in the service of the same colliery and serving as Driver and therefore must have been fully acquainted with the delinquent workman. It was tried to be urged that due to enmity he has tried to involve him but this was refuted by the witness who says that he had received an invitation to attend the marriage, personally extended by the workman himself.

15. The next witness is Shri S. L. Kukhre, who speaks that on 16th June, 1983 at about 3 A.M. the bus was brought to the entrance of the colliery by the delinquent workmen. The witness was on duty at the relevant time and if the bus was brought near the place of duty of the witness there was nothing strange when he could witness the arrival of the vehicle as well as could identify the driver. He has stated that he is required to move in the compound and therefore could see the vehicle which statement though challenged does not cause any disbelief.

16. The third witness is Shri K. K. Rai, who speaks of the faulty glass pane of the vehicle and who says that the vehicle was taken to the garage on 14th June, 1983 for carrying out repairs. However he has not come across the workman on 15th and 16th June, 1983 although he was the next superior officer and having regard to the nature of the repair undertaken assuming there be any, the same should not have detained the Driver in the Garage for three days. The evidence of Shri Rai is not therefore going to support the workman regarding his activities during the relevant period at best it supports him in his case about the damaged glass pane, but the question is whether the bus was lying in the garage as tried to be stated or was taken out for repair. Faulty Glass pane if there be any could not detained the but atleast if intended to be removed despite such a fault.

17. If really the workman wanted to get the vehicle repaired during the relevant period under his supervision, he would have reported this matter to the Head Clerk but there is evidence of Shri Vigneshwar, witness No. 4 who says that on 13th June, 1983 the workman told him that he was on tour for four days and that he would not attend the office. The witness also says that during those four days the Driver did not turn up to the office and therefore he had marked

in the Attendance Register as on tour. It was only when Rai asked him to consider the application of the workmen that wages for these days were paid. This does not mean that the workman was not away from the place of work on the contrary the very fact he had not turned up to the office and not seen in the office for four days, would fully support the evidence of two witnesses that he was away from the place of work during the relevant time.

18. Against this the workman examined Shri Tukaram Maruti, Fan Khalasi who says that on 14th June, 1983 he was asked by the workman to do certain work of pandal. He accordingly constructed a Pandal on 15th/16th June, 1983 and he further says that the marriage party had travelled by truck. The witness stated that he was on duty in the morning shift but the record shows that he was on afternoon shift duty and therefore his contention that outside working hours he could construct the Pandal was not accepted by the Enquiry Officer and in my view rightly. He could not state whose truck was used by the marriage party or what was its number.

19. The next witness is Sher Khan. He says that the vehicle was being repaired and says to have come across the Driver namely Shri Wahid on all the three days i.e. 14th, 15th and 16th June, 1983. He however does not know what was the nature of repair required. He also could not remember the place of duty and its time. It is therefore evident he could not vouch the workmen's attendance for three days particularly when the workman never attended the office which normally he would have done.

20. During the enquiry the workman had produced a certificate from Sardar Santosh Singh Mistry, a copy of which is at Ex. 7/W. Really speaking if any person could have set controversy regarding presence or otherwise of the vehicle in the garage at rest, it was the garage owner himself and when the workman wanted to prove that the vehicle required repairs and therefore was taken to the garage and was lying there, it was his duty to cite the garage owner. He did not do so but remained satisfied with the certificate which in the absence of evidence of the owner of garage was of little use particularly when the very garage owner issued another certificate dated 24th July, 1983 stating contrary to what is appearing in the first certificate. Therefore when these two certificates cancelled each other, no reliance can be placed one way or other. The workman as well as the management have produced certificates, first dated 12th

August, 1983 alleged to have been issued by the Police Patel against which there is a certificate of Shri Shaurya dated 1st August, 1983. If the documents and the evidence suffer from the same vice viz. absence of evidence in support it is necessary that both the certificates be kept aside and this was what was done by the Enquiry Officer.

21. It was tried to be urged that the name of the person who made the complaint was not disclosed. In this connection who made the report has no value particularly when the facts alleged are supported and established by cogent evidence.

22. When there was evidence of witnesses who saw the vehicle at mid-night, going towards Chandrapur, when there was evidence that the vehicle was parked at about 3 A.M. no other conclusion was possible than to hold that the vehicle was not lying in the garage during the three days in question but it was only used for private purpose of the workman that too without taking anybody's authorisation and the workman though not on duty got himself marked present. The findings therefore arrived at by the Enquiry Officer are the only findings possible.

23. Having regard to the facts stated which appear in the chargesheet, the same can never be said to be vague, specially when they throw light on the charge to be faced by the workman. Concluding therefore for the reasons already stated I hold that the findings in the enquiry were proper, fair and reasonable. So also that enquiry was fair and proper.

24. Once we hold accordingly the question which remains for consideration is whether the order of punishment of dismissal is harsh or dis-proportionate. The workman is in the service of the colliery, when he was expected to guard the vehicle and look after it, but instead under some pretext, the same is proved to have been used for his private purpose that too without consent or permission from his superior officer. In these circumstances if the management decided to dismiss the driver, I do not think that the said order in any way suffers from harshness or dis proportionateness.

Award accordingly.

MVR

Date : 12-12-85.

M. A. DESHPANDE, Presiding Officer
[No. L22012(60)/84-D.V.]
R. K. GUPTA, Desk Officer